

UNOFFICIAL COPY

92151176

A F F I D A V I T

BARRY KOLLER, being first duly sworn, on oath, deposes and states that attached hereto as an Exhibit is a true and correct copy of that certain real estate contract, dated January 29, 1993, entered between himself as purchaser and Dangeles & Co. Inc. as seller, covering the property commonly known as 4724 N. Kelso, Chicago, Illinois, and legally described as

LOT 25 in MC DOUGALL'S SUBDIVISION OF BLOCKS ONE (1) TWO (2) AND THREE (3) IN MC GRAVE'S SUBDIVISION OF LOT THREE (3), COUNTY CLERK'S DIVISION OF LOT ONE (1) AND SEVEN (7) TO FIFTEEN (15) INCLUSIVE IN FITCH AND HECOX'S SUBDIVISION OF THE NORTHEAST QUARTER (1/4) OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN 13-15-212-040

dated at Chicago, Il., March 1, 1993



BARRY KOLLER

STATE OF ILLINOIS)

) ss

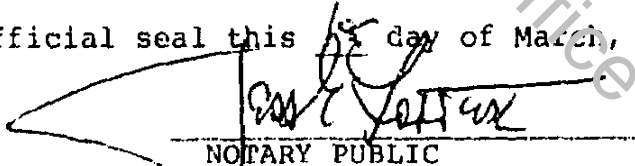
COUNTY OF C O O K)

. DEPT-01 RECORDING \$27.00
. T83333 -TRAN 9387 03/02/93 10:34:00
. #8473 # *-93-154176
. COOK COUNTY RECORDER

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BARRY KOLLER personally known to me to be the same person whose name he subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 1st day of March, 1993.

OFFICIAL SEAL
Jess E. Forrest
Notary Public, State of Illinois
My Commission Expires 9/1/99



NOTARY PUBLIC

This instrument prepared by JESS E. FORREST 4970 N. Harlem Ave.
Harwood Heights, Illinois 60656

BOX 250

93154176

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NORTHWEST REAL ESTATE BOARD REAL ESTATE SALE CONTRACT

(THIS FORM NOT TO BE USED FOR FHA/VA HUD FINANCING)

I/We offer to purchase the property known as: 4724 N. KELSO, CHICAGO, IL
(Address) (City) (State) (ZIP Code)

together with all improvements thereon and appurtenances thereto belonging, and the following items of personal property for which a Bill of Sale will be given at closing:
AS-IS, AS-SEEN CONDITION

SUBJECT TO EXISTING TENANCY

1. Purchase Price: 21,000.00 CASH OFFER.

2. Earnest Money Deposit \$ 2,000.00 in the form of cash, check or in the form of a Promissory Note to be tendered within 3 days after the date of acceptance, or a combination thereof, deposited with ERA REAL LIFE to be increased to 10% of the purchase price. Said earnest money shall be returned and this contract shall be void if not accepted by Seller on or before 2-20-93. Earnest money shall be held in escrow account by ERA REAL LIFE for the benefit of the parties in an established escrow account in compliance with the laws of the State of Illinois.

3. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows: ALL IN CASH, CASHIER'S CHECK, CERTIFIED CHECK, CHECKS FROM LICENSED TITLE COMPANIES, OR ANY COMBINATION THEREOF.

4. ~~Mortgage Contingency~~ None is contingent upon the Purchaser securing within 30 days of the acceptance hereof a written mortgage commitment (fixed rate, adjustable rate or ARM) on the real estate herein in the amount of \$ 21,000.00 with interest at not more than 8.75% per annum (plus private mortgage insurance, if applicable) to be amortized over 30 years, payable monthly, and loan origination and/or service charges not to exceed 3% plus loan processing fees, if any. Purchaser shall make application for said mortgage commitment within five days of acceptance. If Purchaser does not obtain such commitment within said number of days, Seller and/or Broker may, within an equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and said commitment may be given by Seller as well as a third party. In such event, Purchaser shall furnish to Broker all requested credit information and sign customary papers relating to the application and securing of such commitment. If neither Purchaser, Seller nor Broker secured such commitment as provided above, this contract shall be null and void, and all earnest money shall be returned to Purchaser, and Seller shall not be liable for any sales commission.

5. At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed with release of homestead rights (or other appropriate deed if title is in trust or in an estate), subject only to the following, if any: covenants, conditions and restrictions of record; public and utility easements; roads and highways; party wall rights and agreements; existing leases and tenancies; and subject only to real estate taxes not due and payable at the time of closing.

6. Seller represents and warrants that the existing lease(s), if any, shall be assigned to Purchaser at closing, none of which expire later than None, and said existing lease(s) have no option to renew, extend, or purchase. (A copy of any written lease(s) is to be delivered to the Purchaser within seven days after the acceptance of this contract.); the present monthly gross rental income is \$ None. The Seller shall not enter into any new lease(s) nor shall the seller renew any current lease(s) after the date of acceptance and up and through the date of closing without the consent of the Purchaser.

7. The time of closing shall be on 2-20-1993 or 10 days after notice that financing has been procured or on that date, if any, to which such time has been extended by reason of the terms and conditions hereafter becoming operative (whichever date is later). The closing shall take place at any of the following locations: at the office of the lender; or at the title company escrow closing office or location situated geographically nearest the property, if any; or as may be mutually agreed by the parties, provided title is shown to be good or is acceptable by Purchaser.

8. Seller is to vacate, surrender and deliver possession of these premises (occupied by Seller) to Purchaser on 2-20-1993 at closing. Seller shall pay Purchaser for 30 days in advance the sum of \$ None per day for use and occupancy commencing on the first day after closing up to and including the date possession is surrendered to Purchaser, or on a monthly basis, whichever is shorter. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered. In addition, in the event Seller does not vacate as agreed, the Seller shall pay Purchaser 2% of the sales price or \$1,000.00, whichever is greater, which sum shall be held from the net proceeds of the sale by ERA REAL LIFE on escrowee's form of receipt as liquidated damages. Possession escrow shall not at any time be considered as prepayment of Seller's use and occupancy of said premises, nor shall Broker be responsible for settlement of use and occupancy between the parties hereto. Broker shall have fulfilled his entire obligation under this agreement by disbursing the escrow funds in accordance with this agreement. This provision shall not apply to that portion of the premises occupied by Seller's tenants. Possession shall be deemed to have been delivered when the Seller has vacated the premises and delivered the keys to the premises to the Purchaser or to the holder of the possession escrow provided above.

In this contract, the singular includes the plural. BUYER IS A LICENSED REAL ESTATE BROKER.
THIS CONTRACT IS SUBJECT TO THE GENERAL PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF AND BROKER'S RIDERS # 70 ATTACHED HERETO, WHICH RIDERS ARE MADE A PART OF THIS CONTRACT.

PURCHASER Darryl Koller PURCHASER Darryl Koller
Print Name DARRYL KOLLER, CR Num. 011 Print Name
Address 6224 W. IRVING PK. RD. CHICAGO, IL

Accepted this 1 day of FEB, 19 93. The Seller hereby agrees to be bound and to comply with all of the foregoing terms and conditions and further agrees with Broker to pay a Broker's commission to ERA REAL LIFE REALTY in the amount 6% OF SALE PRICE.

SELLER Wm. J. Fox SELLER Wm. J. Fox
Print Name WILLIAMS COMPANY, INC. Print Name
Address 2014 NORTH

SUBJECT TO 4 DAY ATTORNEY REVIEW FROM 2/1/93
FOR INFORMATION ONLY AND NOT PART OF CONTRACT

Listing Agent's Name _____ Selling Agent's Name _____
Company _____ Phone _____ Company _____ Phone _____

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GENERAL PROVISIONS

1. Real estate taxes based upon 110% of the most recent ascertainable tax bill, rent, interest on existing mortgage, if any, water taxes and other proratable items shall be prorated to date of closing. Seller shall be responsible for full payment of any special assessments (confirmed or unconfirmed) currently outstanding against the property except as provided to the contrary in writing. If property herein is improved, but last available tax bill is on vacant land, parties hereto agree to prorate taxes when bill on improved property is available. Security deposits, if any, shall be paid to Purchaser at closing.
2. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
3. At least five days prior to closing date Seller shall show to Purchaser or his agent evidence of merchantable title in the intended grantor: (a) by exhibiting owner's duplicate Certificate of Title or a certified copy thereof, subject to no other exceptions than those listed on the reverse side hereof, and a currently dated Special Tax Report issued by the Registrar of Titles, or (b) by delivering a Commitment For Title Insurance of a title insurance company bearing date on or subsequent to the date of the acceptance of this offer, in the amount of the purchase price subject to no other exceptions than those listed on the reverse side hereof and to general exceptions contained in said commitment. Delay in delivery by Seller of Commitment For Title Insurance due to delay by Purchaser's mortgagee in recording mortgage or bringing down title shall not be a default of this contract. Every Certificate of Title or Commitment for Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as therein shown. If evidence of title discloses other exceptions, Seller shall have thirty days from Seller's receipt of evidence of title to cure such exceptions and notify Purchaser accordingly, and as to those exceptions which may be removed at closing by payment of money, Seller may have same removed at closing by using the proceeds of sale in payment thereof.
 - 3(a). In addition to the evidence of title above in the event that the Purchaser's lender requires a mortgagee's title insurance policy from a title insurance company in addition to a mortgagee's duplicate Torrens certificate, the Seller agrees to pay for one-half of the total usual Seller's title charges. In the event that the Purchaser elects to have title insurance in addition to the Torrens certificate, the Purchaser shall pay the additional cost of the title insurance company.
4. All notices herein required shall be in writing and shall be served upon the parties at their addresses following their signatures or upon their attorneys at their business addresses. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient notice. Notices may also be served by personal delivery, by mail-a-gram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of transmission.
5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to Purchaser, but if the termination is caused by Purchaser's fault, then, at the option of the Seller, and upon notice to Purchaser, the earnest money shall be forfeited and applied first to payment of Broker's commission and any expenses incurred and the balance paid to Seller. In the event that either party should default this contract, the other party may pursue any and all remedies provided by law. In addition, upon the finding of a court of competent jurisdiction that one of the parties has breached the contract, the prevailing party may recover all costs and expenses and reasonable attorney's fees therein. The parties agree that the escrowee of all earnest money may deposit the escrow funds with the Clerk of the Circuit Court, and the parties hereto agree to indemnify and hold the escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such claims and demands, said amounts to be borne equally by both the seller and purchaser.
6. Seller warrants that no notice from any city, village or other governmental authority of a dwelling code violation which currently exists in the aforesaid premises has been issued and received by Seller or his agent. If a notice is received between date of acceptance of the contract and date of closing, Seller shall promptly notify Purchaser of such notice, at which time the Seller shall have the option of repairing all such building code violations at Seller's own cost, and if the Seller elects not to make such repairs, the Purchaser shall have three business days to cancel this contract, and, in the absence of such notice to cancel, this contract shall continue in full force and effect.
7. At the request of Seller or Purchaser evidenced by notice in writing to the other party at any time prior to the date for delivery of deed hereunder, this sale shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then furnished and in use by said 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 and the Broker shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Purchaser and Seller.
8. The Seller agrees to furnish a survey no more than six months old at the date of closing to be ordered by the Seller or by the Purchaser's lender, at Seller's cost, from a licensed surveyor showing the location of the buildings, fences, patios, sidewalks and driveways and all other improvements. In the event that said survey discloses encroachments, violations of easements or other violations, the seller may obtain title insurance over such matters.
9. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth herein, and an ALTA form if required by Purchaser's mortgagee.
10. Right is reserved by either party to insert correct legal description at any time, without notice, when same is available. Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of this sale.
11. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Act of 1974, as amended.
12. Seller shall pay the amount of any stamp tax imposed by State law (including county tax where applicable) on the transfer of title and shall furnish a completed Real Estate Tax Declaration signed by the Seller or Seller's agent in a form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois (and county tax where applicable) and shall furnish by declaration signed by Seller or Seller's agent or meet other requirement, as established by local ordinance with regard to a transfer or transaction tax. Further the Seller shall furnish any Water Certificate form required by the City of Chicago to certify that the water taxes are paid on said property, and the Seller shall pay the applicable fee for the Certificate. Purchaser shall pay the amount of any stamp tax imposed by local ordinance; however, if such local ordinance specifically imposes the tax upon the Seller, then the Seller shall be responsible for such tax as required by local ordinance. Seller shall comply with all local ordinances regarding inspection of the property before the closing.
13. Seller shall remove from premises by date of possession all debris and Seller's personal property not conveyed by Bill of Sale to Purchaser. Seller agrees to surrender possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted. Purchaser reserves the right to inspect the premises within 72 hours prior to the closing.
14. Purchaser shall obtain flood insurance if the premises is located within a designated flood plain as determined by the National Flood Insurance Agency and is required by the Purchaser's lender.
15. TIME IS OF THE ESSENCE OF THIS CONTRACT.

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• FORM #40 •

OFFER AND/OR ACCEPTANCE BY FACSIMILE

TO THE SELLER: BILL GORMAN

TO THE PURCHASER: BARRY KOLLER

RE: (PROPERTY ADDRESS): 4724 N. KELSO

DATE: 1-29-93

THE SELLER AND PURCHASER OF THE ABOVE PROPERTY HEREBY AGREE THAT THE PARTIES MAY ACCEPT OFFERS AND MAKE COUNTER-OFFERS THROUGH A FACSIMILE MACHINE (FAX) AND ACCEPT THE SIGNATURE OF ANY PARTY AS THE ORIGINAL SIGNATURE FOR THE PURPOSE OF ENFORCEMENT OF THE CONTRACT. ATTACHED WITH THIS TRANSMISSION IS THE SIGNED CONTRACT (FRONT AND BACK) AND ALL RIDERS.

WITHIN THREE BUSINESS DAYS OF THE ACCEPTANCE OF ANY OFFER OR COUNTER-OFFER BY THE PURCHASER AND/OR SELLER, BOTH PARTIES (OR THEIR ATTORNEYS) SHALL MAIL TO THE OTHER A TRUE AND ACCURATE COPY OF ANY FACSIMILE RECEIVED BY SAID PARTY ALONG WITH PROOF AND RECEIPT OF TRANSMISSION. AT THE REQUEST OF EITHER PARTY, ANY FAX DOCUMENT SHALL BE RE-DUCATED BY ALL PARTIES IN ORIGINAL FORM.

Barry Koller
PURCHASER'S SIGNATURE
BARRY KOLLER OR NOMINEE
PURCHASER'S SIGNATURE

Bill Gorman
SELLER'S SIGNATURE
DANCOLE'S CO.
SELLER'S SIGNATURE
50701 N. 41st Ave. Phoenix AZ 85018
02/01/93

FACSIMILE INFORMATION

PURCHASER'S FAX NUMBER _____

PURCHASER'S ATTORNEY'S NAME _____

PURCHASER'S ATTORNEY'S TELEPHONE _____

PURCHASER'S ATTORNEY'S FAX NUMBER _____

ERA REALTY REALTY
SELLING BROKER'S NAME
312-286-8115
SELLING BROKER'S TELEPHONE
312-286-8122
SELLING BROKER'S FAX NUMBER

SELLER'S FAX NUMBER _____

George Bellas
SELLER'S ATTORNEY'S NAME
708-298-8900
SELLER'S ATTORNEY'S TELEPHONE
708-298-2930
SELLER'S ATTORNEY'S FAX NUMBER
ERA REALTY REALTY
LISTING BROKER'S NAME
312-286-8115
LISTING BROKER'S TELEPHONE
312-286-8122
LISTING BROKER'S FAX NUMBER

FACSIMILE LOG

OFFER FAX-ED TO (FAX PHONE NUMBER) 708-343-3519 ON (DATE) 2-1-1993
AT 1:23 AM./P.M. 4 (NUMBER OF) PAGES.

ACCEPTANCE AND/OR COUNTER-OFFER FAX-ED TO (FAX PHONE NUMBER) 312-286-8122
ON (DATE) 2-1-1993 AT 12:42 AM./P.M. 3 (NUMBER OF) PAGES.