

PURCHASE OPTION

This Option Agreement is made and entered into as of the 26th day of April, 1993, by and between FIRST CHICAGO TRUST COMPANY OF ILLINOIS (formerly BANK OF RAVENSWOOD), as Trustee under Trust Agreement dated May 29, 1990 and known as Trust No. 25-10779, whose address is 1825 West Lawrence Avenue, Chicago, Illinois 60640 ("Optionor"), CONRADE SCHUBERTH, whose address is 2502 North Clark Street, Chicago, Illinois 60614 ("Beneficiary"), and BL WELLS, INC., an Illinois corporation, whose address is 1839 North Lincoln, Chicago, Illinois 60614 ("Optionee").

WHEREAS, Optionor is the legal title holder of the vacant land measuring approximately 122 feet by 66 feet which is commonly known as 1743-47 North Hermitage, Chicago, Illinois, and which is legally described on Exhibit A attached hereto and made a part hereof ("Property");

DEPT-01 RECORDING \$43.50
T#5555 TRAN 1129 04/26/93 13:30:00
\$4974 * -93-305876
COOK COUNTY RECORDER

WHEREAS, Beneficiary is the beneficial owner of Optionor; and

WHEREAS, Optionor desires to sell the Property and Optionee desires to purchase same after being satisfied of its utility for Optionee's purposes;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which as hereby acknowledged, the parties agree as follows:

1. Optionor hereby grants to Optionee the option to purchase the Property ("Option").



THIS DOCUMENT PREPARED BY AND MAIL TO:	PROPERTY ADDRESS:
John T. Roselli, Esq. Six West Hubbard Street, Suite 800 Chicago, Illinois 60610-4695	1743-47 North Hermitage Chicago, IL 606222
	P.I.N. 14-31-421-002-0000

43.50

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2. Optionee shall, contemporaneous with the execution hereof, pay to Beneficiary the sum of Five Thousand and 00/100 Dollars (\$5,000.00) ("Option Payment").

3. Upon exercise of the Option as provided herein, Five Thousand and 00/100 Dollars (\$5,000.00) shall be deemed a credit at Closing against the purchase price ("Purchase Price") set forth in the real estate sales contract ("Contract"), a copy of which is attached hereto as Exhibit B.

4. The Option shall be deemed to expire at 5:00 p.m. on October 31, 1993 ("Expiration Date") if not exercised in writing by said time.

5. Notice of Exercise, Execution of Contract and Closing Date. Optionee may exercise this Option by giving written notice thereof ("Notice") to Optionor at the address above stated, by personal delivery of the exercise thereof or by registered or certified mail, prior to the Expiration Date, with a copy to Beneficiary at the address above stated. The mailing of a notice by registered and/or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Concurrently with the exercise of the Option, the Contract shall be deemed executed by Optionor as Seller and Optionee as Purchaser. The closing pursuant to the Contract shall be on the date set forth in the Notice, which date shall be not less than ten (10) or more than sixty (60) days after the date of the Notice, but in no event later than ten (10) days after the Expiration Date.

6. Failure to Exercise Option. In the event Optionee does not exercise the Option, Optionor shall retain Optionee's Five Thousand and 00/100 Dollars (\$5,000.00) payment made hereunder, free from any and all claims which Optionee may have and the Option shall expire of its own terms and be released on October 31, 1993. In that event, neither party shall have any further rights or claims against the other.

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7. Assignment. This Option and all rights hereunder may be assigned by either party. Upon any such assignment, assignor shall not be released from any obligations hereunder.

8. Recordation. This Option may be recorded with the Recorder of Deeds of Cook County, Illinois.

9. Inspection. At any time prior to the Expiration Date, Optionee, its agents, representatives and employees may make soil and engineering tests (copies of which shall be provided to Optionor) and inspect the Property for such purposes as Optionee may require and Optionor and Beneficiary shall provide Optionee and his agents, representatives and employees full and complete access thereto. In connection with Optionee's inspection of the Property, Beneficiary hereby agrees to provide Optionee, within thirty (30) days of the mutual execution hereof, with any and all results of soil borings performed on the Property, as well as all other reports in Optionee's possession pertaining to the Property. Optionee hereby agrees to indemnify, defend and hold Optionor and Beneficiary harmless from and against all liability and cost caused by Optionee or its agents, representatives and employees in performing said inspections and tests.

10. Zoning. Optionor agrees, at Optionee's cost, to cooperate with Optionee in effectuating a change in the zoning of the Property to an R-4 designation and in obtaining any and all zoning variances that Optionee, in its sole discretion, shall determine are required for its intended use of the Property.

11. This Agreement is executed by FIRST CHICAGO TRUST COMPANY OF ILLINOIS (formerly BANK OF RAVENSWOOD), not personally but as Trustee under Trust No. 25-10779, in the exercise of the power and authority conferred upon and vested in it as such Trustee and said FIRST CHICAGO TRUST COMPANY OF ILLINOIS

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(formerly BANK OF RAVENSWOOD), hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on the part of said FIRST CHICAGO TRUST COMPANY OF ILLINOIS (formerly BANK OF RAVENSWOOD) personally to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the Trustee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BENEFICIARY:

Conrad E. Schubert
Conrad E. Schubert

OPTIONEE:

BL WELLS, INC., an Illinois Corporation

BY: Bernard Leviton
Bernard Leviton, President

OPTIONOR:

FIRST CHICAGO TRUST COMPANY OF ILLINOIS (formerly BANK OF RAVENSWOOD), as Trustee aforesaid

BY: [Signature]

Its: Assistant Vice President
(Title)

ATTEST:

[Signature]

Its: Trust Officer
(Title)

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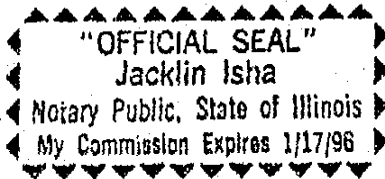
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, JACKLIN ISHA, a Notary Public in and for said County in the State aforesaid, do hereby certify that Mario V. Gotanco, Assistant Vice President/Trust Officer of FIRST CHICAGO TRUST COMPANY OF ILLINOIS (formerly BANK OF RAVENSWOOD), and EVA HIGI, Assistant Secretary/Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President/Trust Officer and Assistant Secretary/Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary/Trust Officer then and there acknowledged that said Assistant Secretary/Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Assistant Secretary/Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and seal this 20th day of April, 1993.



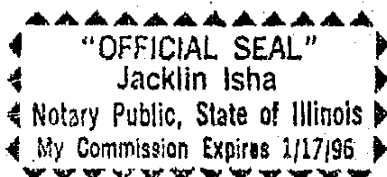
Jacklin Isha
Notary Public

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

Given under my hand and notarial seal this 20th day of April, 1993.



Jacklin Isha
Notary Public

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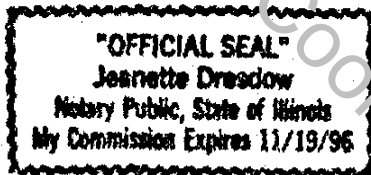
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, JEANETTE DRESDOW, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that BERNARD LEVITON, who is personally known to me to be the President of BL WELLS, INC., an Illinois corporation, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the President of said Corporation, as his free and voluntary act and the free and voluntary act of the Corporation, pursuant to authority granted to him by the Board of Directors of the Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial this 2nd day of APRIL, 1993.

Jeanette Dresdow
Notary Public

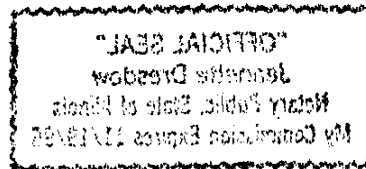


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EXHIBIT A

Lots 68 (except the North three feet thereof) to 70, both inclusive, in Rose's Subdivision of Block 27 in Sheffield's Addition to Chicago, in the Southeast 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Address of Property: 1743-1747 North Hermitage, Chicago, Illinois

P.I.N.: 14-31-421-002-0000

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UNOFFICIAL COPY Real Estate Sales Contract

1. BL Wells, Inc., an Illinois Corporation (Purchaser)
agrees to purchase at a price of \$ 200,000.00
in the City of Chicago, Cook County, Illinois;
on the terms set forth herein, the following described real estate

See Exhibit A of Purchase Option

commonly known as 1743-47 North Hermitage, Chicago, Illinois, and with approximate lot dimensions of
66' x 122', together with the following property presently located thereon:

BANK OF RAVENSWOOD, now known as FIRST CHICAGO TRUST OF ILLINOIS, as Trustee under Trust Agreement dated May 29, 1990 and known as Trust No. 25-10779, and
2. Conrad E. Schuberth (Seller)
agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable trustee's deed, with release of homestead rights, if any, and a proper bill of sale, subject only to: (a) covenants, conditions and restrictions of record; (b) ~~private~~ public and utility easements and roads and highways, if any; (c) ~~party wall rights and agreements~~ if any; (d) ~~existing leases and tenancies (as listed in Schedule A attached)~~; (e) ~~special taxes or assessments for improvements not yet completed~~; (f) ~~installments not due at the date hereof of any special tax or assessment for improvements heretofore completed~~; (g) ~~mortgage or trust deed specified below~~; and (h) general taxes for the year 1992 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) 1992 and to that exception set forth in document #7104745, Chicago Title Insurance Company Policy No. 7149017 ("permitted exceptions"), and court order to build fence as set forth on Schedule 1.

3. Purchaser has paid \$ 0 as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus prorations, at the time of closing as follows: (strike language and subparagraphs not applicable)

(a) The payment of \$ 200,000.00 plus or minus customary prorations and minus Five Thousand Dollar (\$5,000.00) credit provided for in Option.

(b) The payment of \$ _____ and the balance payable as follows: 90205875

to be evidenced by the note of Purchaser (grantee), providing for full prepayment privileges without penalty, which shall be secured by a part-purchase money mortgage (trust deed), the latter instrument and the note to be in the form hereto attached as Schedule B, or, in the absence of this attachment, the forms prepared by _____ and identified as Nos. _____, ** and by a security agreement (as to which Purchaser will execute or cause to be executed such financing statements as may be required under the Uniform Commercial Code in order to make the lien created thereunder effective), ~~and an assignment of rents, said security agreement and assignment of rents to be in the forms appended hereto as Schedules C and D. Purchaser shall furnish to Seller on American Land Title Association loan policy insuring the mortgage (trust deed) issued by the Chicago Title Insurance Company.~~

(**If a Schedule B is not attached and the blanks are not filled in, the note shall be secured by a trust deed, and the note and trust deed shall be in the forms used by the Chicago Title and Trust Company.)

(c) The acceptance of the title to the real estate by Purchaser subject to a mortgage or trust deed of record securing a principal indebtedness (which the Purchaser [does] [does not] agree to assume) aggregating \$ _____ bearing interest at the rate of _____% a year, and the payment of a sum which represents the difference between the amount due on the indebtedness at the time of closing and the balance of the purchase price.

4. Seller, at his own expense, agrees to furnish Purchaser a current plat of survey of the above real estate made, and so certified by the surveyor as having been made, in compliance with the Illinois Land Survey Standards, which shall reflect no adverse changes from the survey dated June 6, 1990 prepared by Certified Survey Co. as order no. 90853. (dated within six months of the date hereof or*)

5. The time of closing shall be on, or before November 10, 1993 or on the date, if any, to which such time is extended by reason of paragraph 2 or 10 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of Chicago Title Insurance Company or of the mortgage lender, if any, provided title is shown to be good or is accepted by Purchaser.

6. Seller agrees to pay a broker's commission to Jameson Realty Group (contemporaneous with closing and full payment of purchase price) in the amount set forth in the broker's listing contract or as follows: Ten Thousand and 00/100 Dollars (\$10,000.00)

7. The earnest money shall be held by the attorney for Seller for the mutual benefit of the parties.

8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected, except for requirement to build fence as set forth in court order attached as Schedule 1.

9. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within _____ days from the date hereof, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the Purchaser.

This contract is subject to the Conditions and Stipulations set forth on the back page hereof which Conditions and Stipulations are made a part of this contract.

Dated _____, 1993

Purchaser BL WELLS, INC., an Illinois Corporation

BY: Bernard Leviton, President

(Address) 1839 North Lincoln

Seller BANK OF RAVENSWOOD, now known as FIRST CHICAGO TRUST COMPANY OF ILLINOIS, as Trustee aforesaid

(Address) Chicago, Illinois 1825 W. Lawrence, Chicago, IL 60640

Seller Conrad E. Schuberth

(Address) 2502 North Clark Street

Conrad E. Schuberth

(Address) Chicago, IL 60614

*Form normally used for sale of property improved with multi-family structures of five or more units or of commercial or industrial properties.

no change affidavit

EXHIBIT B

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CONDITIONS AND STIPULATIONS

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 5 days prior to the time of closing, the plat of survey (if one is required to be delivered under the terms of this contract) and a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

2. If the title commitment or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "survey defects"), Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 5 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

3. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing. The amount of the current general taxes not then ascertainable shall be adjusted on the basis of (a), (b), or (c) below (Strike subparagraphs not applicable):

(a) 110 % of the most recent ascertainable taxes;

~~(b) The most recent ascertainable taxes and subsequent readjustment thereof pursuant to the terms of reparation letter attached hereto and incorporated herein by reference.~~

(c) [Other] _____

~~The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows: _____~~

All prorations are final unless otherwise provided herein. ~~Existing leases and assignable insurance policies, if any, shall then be assigned to Purchaser.~~ Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and shall furnish any declaration signed by the Seller or the Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax; such tax required by local ordinance shall be paid by the party upon whom such ordinance places responsibility therefor. ~~If such ordinance does not so place responsibility, the tax shall be paid by the (Purchaser) (Seller). (Strike one.)~~

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract. 93305876

5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then at the option of the Seller and upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission; the balance, if any, to be retained by the Seller as liquidated damages.

6. At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with Chicago Title and Trust Company, in accordance with the general provisions of the usual Form of Deed and Money Escrow Agreement then in use by Chicago Title and Trust 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. ~~The cost of the escrow shall be divided equally between Seller and Purchaser. (Strike paragraph if inapplicable.)~~ PAID BY PARTY REQUESTING SAME

7. Time is of the essence of this contract.

8. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

9. Alternative 1:

Seller represents that he is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

~~Alternative 2:~~

~~Purchaser represents that the transaction is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code because Purchaser intends to use the subject real estate as a qualifying residence under said Section and the sales price does not exceed \$500,000.~~

~~Alternative 3:~~

~~With respect to Section 1445 of the Internal Revenue Code, the parties agree as follows: _____~~

~~(Strike two of the three alternatives.)~~

10. (A) Purchaser and Seller agree that the disclosure requirements of the Illinois Responsible Property Transfer Act (40) (do not) apply to the transfer contemplated by this contract. (If requirements do not apply, strike (B) and (C) below.)

~~(B) Seller agrees to execute and deliver to Purchaser and each mortgage lender of Purchaser such disclosure documents as may be required by the Illinois Responsible Property Transfer Act.~~

~~(C) Purchaser agrees to notify Seller in writing of the name and post office address of each mortgage lender who has issued a commitment to finance the purchase hereunder, or any part thereof; such notice shall be furnished within 10 days after issuance of any such commitment, but in no event less than 40 days prior to delivery of the deed hereunder unless waived by such lender or lenders. Purchaser further agrees to place of record, simultaneously with the deed recorded pursuant to this contract, any disclosure statement furnished to Purchaser pursuant to paragraph 10(B) and, within 30 days after delivery of the deed hereunder, to file a true and correct copy of said disclosure document with the Illinois Environmental Protection Agency.~~

* with extended coverage over general exceptions 1-5 (the premium for such extended coverage to be paid for by Purchaser)

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THIS RIDER IS MADE A PART OF AND INCORPORATED INTO A REAL ESTATE SALES CONTRACT DATED _____, 1993, FOR THE SALE OF THE REAL ESTATE COMMONLY KNOWN AS 1743-47 NORTH HERMITAGE, CHICAGO, ILLINOIS, ENTERED INTO BY AND BETWEEN BANK OF RAVENSWOOD, NOW KNOWN AS FIRST CHICAGO TRUST COMPANY OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 29, 1990 AND KNOWN AS TRUST NO. 25-10779, AND CONRAD E. SCHUBERTH (collectively "Seller") AND BL WELLS, INC., AN ILLINOIS CORPORATION ("Purchaser")

1. Conflict. In any respect in which this Rider and the Contract to which it is attached differ, the terms of this Rider shall govern.

2. Representations and Warranties of Seller. Seller hereby represents and Conrad E. SchubertH warrants to Purchaser as to the following matters:

(a) Pending and Threatened Litigation: There are no pending and, to the best knowledge and belief of Seller, threatened matters of litigation, administrative action of examination, claim or demand whatsoever relating to the Real Estate.

(b) Eminent Domain, etc.: There is no pending and, to the best knowledge and belief of Seller, contemplated eminent domain, condemnation or other governmental taking of the Real Estate or any part thereof.

(c) Access to Project; Utilities: To the best knowledge and belief of Seller, no fact or condition exists which would result in the termination or impairment of access to the Real Estate from adjoining public or private streets or ways.

(d) Assessments: To the best knowledge and belief of Seller, there are no public improvements in the nature of off-site improvements, or otherwise, which have been ordered to be made and/or which have not heretofore been assessed and there are no special or general assessments not of record pending against or affecting the Real Estate.

(e) Title. Seller has fee simple marketable title to the Real Estate free and clear of all liens and encumbrances except for mortgages, which shall be paid off at or prior to Closing. Title is deemed marketable if it is in accordance with Paragraph 2 of the Contract.

3. It is hereby a condition of Closing that aforesaid representations and warranties be true and correct as of the Closing and Purchaser's only remedy for the failure to satisfy such condition (except for Seller's intentional default) shall be to terminate the Contract.

4. This Contract and Rider is executed by BANK OF RAVENSWOOD, now known as FIRST CHICAGO TRUST COMPANY OF ILLINOIS, not personally but as Trustee under Trust No. 25-10779, in the exercise of the power and authority conferred upon and vested in it as such Trustee and said BANK OF RAVENSWOOD, now known as FIRST CHICAGO TRUST COMPANY OF ILLINOIS, hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and

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agreed that nothing contained herein shall be construed as creating any liability on the part of said BANK OF RAVENSWOOD (now known as FIRST CHICAGO TRUST COMPANY OF ILLINOIS) personally to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the Trustee.

SELLER:

BANK OF RAVENSWOOD, NOW KNOWN AS FIRST CHICAGO TRUST COMPANY OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 29, 1990 AND KNOWN AS TRUST NO. 25-10779

BY: _____

Its: _____


Conrad E. Schuberth

PURCHASER:

BL WELLS, INC., an Illinois Corporation

BY: 
Bernard Leviton, President

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SCHEDULE 1

CERTIFIED MAIL

Conrad E. Schuberth
935 West Wester
Chicago, Illinois 60614

*For court 11/9/92
we have until
4/28/92 for
fence*

RE: 1743 North Hermitage
Chicago, Illinois

Conrade E. Schuberth:

Pursuant to Section 7-28-450 of the Chicago Municipal Code, you as owner/occupant/agent or person in possession or control of the property at the above stated address are hereby notified that you have three days from the date of the receipt of this letter in which to abate the nuisance. If you fail to abate this nuisance within three days, the City of Chicago will abate the nuisance or seek to enjoin the nuisance. The City of Chicago will institute the appropriate action to recover all costs and expenses incurred. In addition, a penalty or fine can be imposed for violation of the Municipal code.

Please be advised that pursuant to Section 7-28-750 that it is the duty of the owner of any open lot within the City of Chicago to cause that lot to be fenced. Failure to fence an open lot will subject the owner to citation and fines which range from \$100.00 to \$500.00 for each violation.

Sincerely,

David J. McVey

David J. McVey
Vacant Lot Manager
Bureau of Sanitation
Enforcement Division
(312)-744-7911/5027

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Property of Cook County Office

PROOF OF SERVICE BY MAIL

The undersigned Vacant Lot Manager certifies that he served this notice by certified mail at 320 North Clark Street Room 301, Traffic Court Building, Chicago, Illinois 60610 before the hour of 5:00 p.m. on Friday October 11, 1991.

David J. McVey
David J. McVey

JFL/DMc/sl



City of Chicago
Richard M. Daley, Mayor

Department of Streets
and Sanitation

Raymond S. Cachares
Commissioner

Michael A. Schivarelli
Deputy Commissioner

Bureau of Sanitation
City Hall, Room 704
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4580
(312) 236-9618 (FAX)

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