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AFFIDAVIT

We, the undersigned, Frank S. Nathan and Sandra P. Nathan being first duly sworn upon oath do depose and state as follows:

The document attached hereto is a true and accurate copy of a real estate contract dated February 3, 1993 by and between Sandra P. Nathan and Frank S. Nathan, Purchasers and R. H. Chou on behalf of the Winnetka Landmark Building Partnership, Seller relevant to the property commonly known as: 99 Linden Avenue, Glencoe, Illinois 60022 and legally described on Exhibit A attached hereto.

Dated this 29th day of APRIL, 1993.

Frank S. Nathan
Frank S. Nathan

Sandra P. Nathan
Sandra P. Nathan

DEPT-01 RECORDING 031.50
T#3333 TRAN 3084 04/29/93 17:07100
#6316 # *-93-320556
COOK COUNTY RECORDER

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public in and for said County, and in the State aforesaid, do hereby certify that Frank S. Nathan and Sandra P. Nathan personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Subscribed and Sworn to before me this 29th day of APRIL, 1993.

Richard E. Patinkin
Notary Public

OFFICIAL SEAL
RICHARD E. PATINKIN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/19/94

OFFICIAL SEAL
RICHARD E. PATINKIN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/19/94



Return to
Richard E. Patinkin
Notary Public
600 Lake Cook Rd. #110
Deerfield, IL 60015

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11/11/1991

the undersigned, being of legal age and sound mind, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk of Cook County, Illinois.

The undersigned, being of legal age and sound mind, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk of Cook County, Illinois.

Property of Cook County Clerk's Office

Subscribed and sworn to before me this 11th day of 1991.
Notary Public
[Signature]

Subscribed and sworn to before me this 11th day of 1991.
Notary Public
[Signature]

CLERK OF COOK COUNTY
JAMES J. COUGHLIN
111 N. LAUREL ST.
CHICAGO, ILL. 60602

11/11/91

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THAT PART OF LOTS 12 AND 13 IN BLOCK 33 IN CHICAGO NORTH SHORE LAND COMPANY'S SUBDIVISION IN SECTIONS 17 AND 18 TOWNSHIP 42 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 12 THENCE SOUTH EASTERLY ALONG THE SOUTH WESTERLY LINE 32.22 FEET TO THE CENTER LINE OF A PARTY WALL AND ITS EXTENSIONS AND THE POINT OF BEGINNING THENCE CONTINUING SOUTH EASTERLY ALONG SAID SOUTH WESTERLY LINE OF SAID LOTS 20.94 FEET TO THE CENTER LINE OF A PARTY WALL AND ITS EXTENSION THENCE NORTH EASTERLY ALONG SAID CENTER LINE AND ITS EXTENSION 127.93 FEET TO THE WESTERLY LINE OF GREEN BAY ROAD THENCE NORTHEAST ALONG SAID WESTERLY LINE 24.88 FEET TO THE CENTER LINE OF A PARTY WALL AND ITS EXTENSION THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID PARTY WALL AND ITS EXTENSION 141.36 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS

Permanent Index Nos.: 05-17-108-027
05-17-108-028

Title to said property is vested in:

LaSalle National Bank, as Trustee Under Trust Agreement Dated October 9, 1990 and known as Trust Number 115914

EXHIBIT A

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Property of Cook County Clerk's Office

INDEX NO. 100-101
REC-80

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REAL ESTATE CONTRACT

UNOFFICIAL COPY



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

TO THE WINNETKA LANDMARK BUILDING PARTNERSHIP

DATE: FEBRUARY 3, 1993

OFFER OF PURCHASER:

63 LINDEN AVENUE (MIDDLE UNIT) GLENCOE ILL COOK ILL 60022

Legally described on section A, if any. Lot has approximately _____ together with improvements thereon.

INCLUSIONS: The following shall be included in the real estate property, if any, located on the real estate of the date hereof, for which a part of said real estate shall be sold, transferred, conveyed, or otherwise disposed of: (walls, windows, blinds, drapery rods, curtain rods, radiators, covers, attached fixtures, heating, ventilation, air conditioning, plumbing, electrical, plumbing fixtures, heating, air conditioning, and other improvements, including but not limited to: SEWER, electric, gas, water, and other utilities; attached fixtures, heating, ventilation, air conditioning, plumbing, electrical, plumbing fixtures, heating, air conditioning, and other improvements; attached fixtures, heating, ventilation, air conditioning, plumbing, electrical, plumbing fixtures, heating, air conditioning, and other improvements. SEE EXHIBIT A attached hereto and incorporated herein

EXCLUSIONS: The following shall be excluded:

1. **PRICE:** Purchase Price \$ 280,000.00 Initial cash/ money \$ 1,000.00 in the form of personal check dated 2/3/93 payable to the listing broker. Upon acceptance of this offer, said check shall be properly endorsed by payee and deposited by the party designated in Paragraph 7. The earnest money shall be increased to the purchase price after Seller's acceptance hereof. Said earnest money shall be returned and this offer shall be void if not accepted on or before 3/30/93 at 11:59 P.M.

2. **FINANCING:** This contract is contingent upon the ability of Purchaser to secure within 45 days of Seller's acceptance a commitment for a loan evidenced by a note to be secured by a mortgage of the real estate in the amount of \$ 250,000.00. If such loan is not obtained, this contract shall be void and the earnest money shall be returned to the offeror. The loan to be secured shall be for a minimum of 30 years with a loan term that does not exceed 30 years.

3. **FINANCING:** Seller shall not be liable to obtain a commitment for the mortgage loan contemplated herein. Purchaser shall not be liable for any withdrawal from the escrow account if Seller is not so notified within such time period. PURCHASER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED FINANCING COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR BASIS UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED. Seller shall not be liable for any withdrawal from the escrow account if Seller is not so notified within such time period. PURCHASER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED FINANCING COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR BASIS UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED. Seller shall not be liable for any withdrawal from the escrow account if Seller is not so notified within such time period. PURCHASER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED FINANCING COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR BASIS UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED.

4. **PAYMENT METHOD:** The Purchase Price shall be paid, subject to provisions, all in cash, by cashier's check or certified check at closing.

5. **CLOSING:** (a) Closing of escrow account shall be on April 21, 1993 or sooner by mutual agreement. (b) Seller's title insurance policy shall be provided by Seller. (c) Seller shall provide a title insurance policy for the purchase price.

6. **CONVEYANCE:** Seller shall execute and deliver to Purchaser a deed in fee simple, subject to the mortgage, and a bill of sale for the real estate. Seller shall also execute and deliver to Purchaser a bill of sale for the real estate. Seller shall also execute and deliver to Purchaser a bill of sale for the real estate.

7. **AGREEMENTS:** (a) Seller shall pay a broker's commission as provided in the Exclusive Right to Sell or other written listing agreement. (b) Seller shall pay a broker's commission as provided in the Exclusive Right to Sell or other written listing agreement.

8. **INSURANCE:** Seller shall carry a fire and theft insurance policy on the real estate. Seller shall also carry a fire and theft insurance policy on the real estate.

9. **POSSESSION:** Possession shall be delivered to Purchaser at closing. Seller shall provide a title insurance policy for the purchase price.

10. **EARNST MONEY:** Earnest money and this contract shall be held by the listing broker for the benefit of the parties hereto. Purchaser agrees that said earnest money is to be held in a federally insured money market deposit account at a banking institution designated by the Listing Broker. All interest earned on the earnest money is to accrue to Purchaser and is to be paid to Purchaser at the time of closing or upon termination of this Contract.

11. **ACCEPTANCE OF OFFER:** Seller hereby accepts the offer of Purchaser and agrees to perform the conveyance according to the terms of this contract.

The terms of the Rider(s) consisting of 3 pages attached hereto is made a part hereof.

PURCHASER'S NAME (Type or Print) _____

PURCHASER [Signature] Address _____

PURCHASER [Signature] Address _____

ACCEPTANCE OF OFFER BY SELLER
This 3 day of Feb, 1993 I do hereby accept this offer and agree to perform the conveyance according to the terms of this contract.

SELLER'S NAME (Type or Print) [Signature] Address _____

SELLER [Signature] Address _____

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107 **10-TITLE COMMITMENT:** (a) Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than five days prior
108 to the time of closing, a title commitment for an owner's title insurance policy issued by a title insurance company licensed to do business
109 in the State of Illinois, in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the
110 intended grantor subject only to (1) the conditions and stipulations and standard or general exceptions contained in the owner's policy issued
111 by that company, (2) the title exceptions set forth above, in Paragraph 4 (a) & (b), and (3) title exceptions which may be removed by the
112 payment of money at the time of closing and which the Seller may so remove after this by using the funds to be paid upon the delivery
113 of the deed. Delay in delivery by Seller of Commitment for Title Insurance due to delay by Purchaser's mortgage in recording mortgage
114 and bringing down title shall not be a default of this paragraph. Any title commitment furnished by the Seller hereunder shall be conclusive
115 evidence of good title as therein shown, subject only to exceptions as therein stated. As to all encumbrances of said real estate which, on the
116 date of this contract, was registered in the Office of the Registrar of Titles of Cook County, the Seller shall (1) tender the title commitment
117 herein required, (2) deliver the Owner's duplicate certificate of title at closing, and (3) timely file all notices and take all necessary steps to
118 assure the deregistration of the real estate and recording of the deed at closing.

119 (b) If the title commitment discloses exceptions relating to title other than those referred to in Paragraph 10(a), Seller shall have 30 days
120 from the date of the delivery to Purchaser thereof to have these exceptions removed from the commitment. If Seller fails to have title
121 exceptions removed within such time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the
122 expiration of the 30-day period, to take title as if there is with the right to deduct from the purchase price the amount of a definite
123 or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties and
124 the earnest money shall be returned to the Purchaser.

125
126 **11-DEFAULT:** If the Purchaser defaults, earnest money shall be forfeited and applied to payment of broker's commission and any expenses
127 incurred, and balance paid to Seller. At Seller's election such forfeiture may be in full settlement of all damages. If Seller defaults, earnest
128 money, at option of Purchaser shall be refunded to Purchaser, but such refunding shall not release Seller from its obligations under this
129 contract. In the event of a dispute as to who is entitled to the earnest money, the escrowee may deposit the escrow funds with the Clerk
130 of the Circuit Court. The parties agree to indemnify and hold the escrowee harmless from any and all claims and demands, including the
131 payment of reasonable attorney's fees, costs and expenses arising out of such claims and demands, said amounts to be borne equally by
132 both seller and purchaser.

133
134 **12-SELLER REPRESENTATION:** Notwithstanding anything to the contrary contained in this contract, Seller represents that to the best
135 of Seller's knowledge, all heating, central cooling, ventilating, electrical and plumbing fixtures and systems on the real estate and all
136 appliances to be transferred to Purchaser pursuant to this contract are in working order and will be so at the time of closing.

137
138 **13-GENERAL CONDITIONS:** (a) If prior to closing, improvements on the real estate are destroyed or materially damaged by fire or other
139 casualty, this contract at option of Purchaser shall become null and void or Purchaser may elect to take an assignment of Seller's insurance
140 proceeds.

141 (b) Prior to closing, Seller shall furnish at Seller's expense a survey dated not more than 6 months prior to closing conducted by a licensed
142 land surveyor showing the location of the improvements thereon (including fences separating the real estate from adjoining properties) and
143 showing all encroachments, if any. If the survey discloses improper location of improvements or encroachments and Seller is unable to obtain
144 title insurance protection for the benefit of Purchaser against loss resulting from such improper location or encroachment, Purchaser may,
145 at his option, declare this contract to be null and void. Providing all existing improvements (including fences) and encroachments, if any,
146 appear on the survey thus furnished, Purchaser shall bear the cost of any later date survey which may be required by Purchaser's mortgage
147 or desired by Purchaser.

148 (c) Existing mortgage and lien indebtedness may be paid out of sale proceeds. Purchaser may place a mortgage on the real estate and
149 apply proceeds on purchase.

150 (d) All of the items of personal property shall be transferred to Purchaser by delivery at closing of a customary Bill of Sale without warranty
151 of merchantability or fitness for particular purpose. Seller also shall furnish Purchaser an affidavit of life covering the time of closing, subject
152 only to the title exceptions permitted by this contract and shall sign customary ALTA forms.

153 (e) Purchaser acknowledges for the benefit of Seller and for the benefit of third parties that Purchaser has had complete access to the real
154 estate, its improvements and included personal property, as well as the public records related to the property, and is satisfied as to the physical
155 and other condition of the real estate, improvements and included personal property.

156 (f) Seller shall remove all debris from the real estate and improvements by date of possession. Purchaser shall have the right to inspect
157 the real estate and improvements during the 48-hour period immediately prior to closing to verify that the real estate, improvements and
158 included personal property are in substantially the same condition, as of the date of Seller's acceptance of this contract, normal wear and
159 tear excepted.

160 (g) The Seller warrants that neither Seller nor Seller's agent has received notice of any dwelling code violation which exists on the date
161 of this contract from any city, village, or other governmental authority. *

162 (h) Seller and Purchaser shall execute all documents and provide all information so that any Federal Lender can issue its commitment
163 and close the transaction in accordance with the requirements of the Real Estate Settlement Procedures Act of 1974.

164 (i) Seller shall comply with the terms of any municipal ordinance relating to the transaction contemplated herein for the municipality in which
165 the real estate is located and shall provide to Purchaser at closing evidence of compliance with such ordinances. Transfer taxes required
166 by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax imposed by state law.

167 (j) All notices or other communications which may be made pursuant to or which may be necessary or convenient in connection with this
168 agreement, with the exception of notices as provided for in Paragraphs 2 and 3, shall be in writing and shall be made to the parties hereto
169 at the addresses which appear after their names (or at such address as each may by written notice to the other, designate) by personal delivery
170 or by certified or registered mail, in the case of mailing, notice shall be deemed to be given as of the date notice is placed in the United States
171 mail, postage paid. **

172 (k) Any teletax transmittal of any documents relating to this contract shall be considered to have the same legal effect as the original
173 document and shall be treated in all manner and respects as the original document.

174 (l) Purchaser shall furnish flood insurance required by lender and shall pay any usual and customary processing costs or charges required
175 by lender.

176 (m) Time is of the essence, provided that Seller and Purchaser may change any date or time limit set forth herein by a written agreement
177 executed by Seller and Purchaser or their authorized agents.

178 (n) This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax
179 Act of 1980 and all amendments thereto (the "ACT"). Seller and Purchaser shall execute or cause to be executed all documents and take
180 or cause to be taken all actions necessary in order that Purchaser shall have no liability, either actual or potential, under the Act.

181 (o) Seller agrees to provide the Internal Revenue Service with the Seller's Form 1099 as required by law.

182 (p) Captions are not intended to limit the terms contained after said caption and are not part of the Contract.

This contract is provided as a courtesy by the North Shore Board of Realtors, which assumes no responsibility for its legal sufficiency or contents.

recont 3/4/92

* Seller further warrants that as of closing, there will be no notice (oral or written) of violations on or at the subject property which have not been cured, and that if, prior to closing, Seller shall receive any notice of any such violations, Seller shall immediately notify Purchaser of same and Seller shall take whatever action is necessary to cure such violations. In the event Seller does not cure such violations, Purchaser may terminate this contract, whereupon all earnest money and any interest accrued thereon will be refunded immediately to Purchaser.

** Notice may also be made to the respective attorneys of the parties by the methods stated herein. Notice may also be given by facsimile transmission to the respective attorneys, and all signatures affixed thereto shall be deemed to be original signatures for all purposes hereunder.

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**RIDER TO REAL ESTATE CONTRACT
FOR PURCHASE OF 99 LINDEN AVENUE
GLENCOE, ILLINOIS
DATED FEBRUARY 3, 1993**

1. In the event that any term, provision or condition of the contract conflicts with the terms, provisions or conditions of this Rider, then the terms, provisions and conditions of this Rider shall prevail and control in all events.
2. Seller shall deliver possession of the premises to Purchaser at closing in broom-clean condition or its equivalent with all glass surfaces cleaned accordingly.
3. Prior to closing, Purchaser shall have the right to inspect the subject premises with an authorized representative of the Seller for the purpose of agreeing upon a punchlist of items not yet completed, which items shall be completed by Seller as soon as practicable following closing. All punchlist items shall be completed, replaced, or repaired by Seller within 30 days of the closing, subject to circumstances beyond the reasonable control of the Seller.
4. Provision 4 of Contract is amended to reflect that the closing shall be on April 16, 1993 or sooner by mutual agreement in place of the existing closing date of April 21, 1993. It is agreed between Purchaser and Seller that time is of the essence with respect to the closing of this transaction and that at the April 16, 1993 closing date Seller shall have substantially completed the premises to the extent necessary for the Village of Glencoe to issue its Conditional or Temporary Certificate of Occupancy. Notwithstanding the issuance of a Conditional or Temporary Certificate of Occupancy, Seller shall not be released from its obligation to perform the work necessary to complete the unit, nor its obligation to complete any mutually agreed upon punchlist items remaining on the date of closing, nor its obligation to complete any work necessary to obtain a final Certificate of Occupancy.
5. At closing, Seller shall deliver an executed warranty from both the Seller and Contractor in the form of the warranties attached thereto and incorporated herein. Seller specifically warrants that the heating system will be installed in accordance with good heating practices, and will be designed with standard heat-loss factors so as to maintain a 70 degree temperature inside with a -10 degree temperature outside. The central air conditioning unit will maintain 75 degrees inside at 90 degree outside temperature.
6. Seller represents and warrants that the subject property will be connected to all village services and public utilities, including, but not limited to, water, sewer, telephone, electric and gas.

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STATE OF ILLINOIS
DEPARTMENT OF REVENUE
JANUARY 1, 1900
CHICAGO, ILLINOIS

THE STATE OF ILLINOIS, COUNTY OF COOK, ss. I, the undersigned, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

CHICAGO, ILLINOIS

RECORDED

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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- 7. The specifications sheet attached as Exhibit A shall list those items which have an extended lead time such that if the Purchaser does not waive its contingency prior to March 30, 1993, it will be impracticable for the Seller to install the items designated in time for closing on April 15, 1993. If Purchaser has not prepaid for those items that require an extended lead time, Seller shall not have an obligation to have said items installed and operative as of the Closing date. With respect to said items, Purchaser may prepay for said items prior to the March 30, 1993 contingency date such that the items will be installed and operative as of the April 15, 1993 closing date.
- 8. In the event that all items set forth on the aforementioned specification sheet are not completed or included at the time of closing, there shall be a holdback from the sale price as security for completion of all said items, said holdback to be held by the third party escrow. The amount of the holdback shall be equal to the amount designated on the specification sheet for each item which has not been completed or installed.

[Handwritten Signature]

 PURCHASER

[Handwritten Signature] on behalf

 SELLER
[Handwritten Signature]
[Handwritten Signature]

[Handwritten Signature]

 PURCHASER

 SELLER

93320556

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