



# UNOFFICIAL COPY

DUPAGE ASSOCIATION OF REALTORS® 93350598  
STANDARD RESIDENTIAL SALES CONTRACT



THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES

1. BUYER(S): James + Hazel Vokra

Address: 420 W. 31st Place City:  Hinsdale State:  Ill. Zip:  60521

agrees to purchase, and SELLER(S): Angela + Carol Tiesi (A/K/A CAROL ANKRN)

Address: 212 Phillipa City:  Hinsdale State:  Ill. Zip:  60521

agrees to sell to Buyer(s) at the PRICE of 370,000.00 ~~370,000.00~~ 405,000.00 ~~405,000.00~~

PROPERTY commonly known as 212 Phillipa

(City of  Hinsdale County of  DuPage (Illinois.)

a complete legal description may be attached as an exhibit by either party, (hereinafter referred to as "the premises") with approximate lot dimensions of  60 X 131 together with all existing improvements and fixtures, if any, which shall be left on the premises, are included in the sale price, and shall be transferred to the Buyer (s) by a Bill of Sale at the time of closing; including, but not limited to: hot water heater, plumbing and electrical fixtures; sump pumps; central heating and cooling; humidifying and filtering equipment; fixed carpeting, built-in kitchen appliances; equipment and cabinets; water softener (except rental units); storm and screen windows and doors, attached shutters, window treatment hardware, blinds and shades, shelving systems, fireplace, ceiling, coat closet, TV antenna, all planted vegetation, garage door openers and car units; and the following items of personal property:

stove, refrigerator, microwave + all light fixtures + fans

2. THE EARNEST MONEY: Buyer(s) has paid \$  10,000.00 in check/note due date  at acceptance (and will pay within  14 days the additional sum of \$  40,000.00 ) as earnest money to be applied on the purchase price. The earnest money shall be held by the Listing Broker for the mutual benefit of the parties concerned and upon the closing of the sale, shall be applied first to the payment of any expenses incurred by Listing Broker for the Seller(s) in respect to this transaction, and second to payment of the broker's sales commission, rendering the overplus, if any, to the Seller(s). The balance of the purchase price shall be paid at closing.

3. THE CLOSING DATE: The closing date shall be  June 21 19 93 (or on the date, if any, to which said date is extended by reason of paragraphs 6 and 11) at  title company or at Buyer's lending institution, if any.

4. POSSESSION: POSSESSION SHALL BE GRANTED TO BUYER(S) AT THE TIME OF CLOSING, UNLESS OTHERWISE AGREED IN WRITING BY THE PARTIES.

5. THE DEED: Seller(s) shall convey or cause to be conveyed to Buyer(s) (in joint tenancy) or Buyer's nominee, by a recordable, stamped general warranty deed with release of homestead rights, or Trustee's Deed, if applicable, good title to the premises subject only to the following "permitted exceptions" if any, none of which shall impair the use of the property as a residence: (a) General real estate taxes not due and payable at time of closing; (b) Special Assessments confirmed after this Contract date; (c) Building, building line and use or occupancy restrictions, conditions and covenants of record; (d) Zoning laws and Ordinances; (e) Easements for public utilities; (f) Drainage ditches, leaders, laterals and drain tile, pipe or other conduit; (g) If the property is other than a detached, single-family home, party walls, party wall rights and agreements, terms, provisions, covenants, and conditions of the declaration of condominium, if any, and all amendments thereto, any easements established by or implied from the said declaration of condominium or amendments thereto, if any; limitations and conditions imposed by the Illinois Condominium Property Act, and if applicable, installments of assessments due after the date of closing.

6. FINANCING CONDITION: (a) This Contract is subject to the condition that on or before  June 1, 1993 Buyer(s) shall secure, or there shall be made available to Buyer(s), a written commitment for a loan to be secured by a mortgage or trust deed on the premises in the amount of \$  370,000.00 or such lesser sum as Buyer(s) accepts; (b) If after the Buyer(s) has submitted a true loan application and otherwise made every reasonable effort to procure a loan commitment from any source made available to Buyer(s) and has been unable to do so, and after serving written notice thereof upon Seller(s) or Seller's attorney within 1 day of the time specified herein for securing such commitment, then this Contract shall become null and void, and all monies paid by Buyer(s) hereunder shall be refunded; however, if Seller(s), at Seller's option, notifies Buyer(s) within 10 days of Buyer's notice, that Seller(s) intends to procure for Buyer(s) such a commitment within 45 days, then this Contract shall remain in full force and effect. IN THE EVENT BUYER(S) DOES NOT RESPOND TO FAILURE TO PROCURE SAID LOAN COMMITMENT UPON SELLER(S) AS HEREIN PROVIDED, THEN THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT WITHOUT ANY LOAN CONTINGENCIES; (c) Buyer(s) shall, at Buyer's expense, execute all documents necessary to procure a mortgage loan from any source. Buyer(s) shall be allowed a reasonable time prior to closing to have a mortgage or trust deed placed of record and to arrange for access to the proceeds thereof, and any delays caused by Buyer's Lender shall not constitute a default by Seller(s). Seller(s) shall allow reasonable inspection of the premises by Buyer's Lender and furnish any pertinent information requested by lender's representative. (d) The type of loan Buyer(s) shall secure is as follows:  
(DELETE THOSE ITEMS WHICH DO NOT APPLY)

- (1) Conventional (Fixed or Adjustable Rate) Mortgage. Rider 401 shall be completed, executed by the parties and shall become a part of this Contract.
- (2) F.H.A. Mortgage. Rider 402 shall be completed, executed by the parties and shall become a part of this Contract.
- (3) V.A. Mortgage. Rider 403 shall be completed, executed by the parties and shall become a part of this Contract.
- (4) Assumption of existing mortgage. Rider 404 shall be completed, executed by the parties and shall become a part of this Contract.
- (5) Financing by Seller(s). Rider 405 shall be completed, executed by the parties and shall become a part of this Contract.

7. SELLER'S REPRESENTATIONS: Seller(s) represents: (a) that Seller(s) has not received any notice from any governmental body of any ordinance or building code violation or pending rezoning, reassessment, or special assessment proceedings affecting the premises; (b) that all equipment and appliances to be conveyed, including, but not limited to, the following are in operating condition on the date of closing: all mechanical equipment, heating and cooling equipment, water heaters and softeners, septic and plumbing systems, electrical systems, kitchen equipment remaining with the premises, and any miscellaneous mechanical personal property to be transferred to the Buyer(s); (c) if the property is being sold in an "AS IS" condition, Rider 406 shall be attached and made a part of this Contract, and representations contained in paragraph 7(b) of this Contract shall not apply.

8. COMMISSION: Seller(s) agrees that  Realty World Safe Jersey Listing Broker, brought about this sale and agrees to pay a Broker's commission as agreed. COOPERATING BROKER:  Realty World Safe Jersey

9. OTHER TERMS AND CONDITIONS: This contract incorporates the Terms and Conditions set forth above, on the reverse side and the Riders signed by the parties and attached hereto numbered:  501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000 THE PRINTED MATTER OF THIS CONTRACT HAS BEEN PREPARED UNDER THE SUPERVISION OF THE DUPAGE ASSOCIATION OF REALTORS® AND THE DUPAGE COUNTY BAR ASSOCIATION. THE PARTIES ARE CAUTIONED THAT THIS IS A LEGALLY BINDING CONTRACT AND TO SEEK LEGAL COUNSEL. ALL BROKERS INVOLVED IN THIS TRANSACTION HAVE AN AGENCY RELATIONSHIP WITH THE SELLER(S).

Date of Acceptance  5/9/93  
(The date shall be inserted only after the parties have agreed to all the terms and conditions of this Contract)

BUYER(S)  James C. Vokra  
Tax I.D./S.S. #  324 44 3738  
BUYER(S)  H. Vokra  
Tax I.D./S.S. #  357 58 4073

SELLER(S)  Angela + Carol  
Tax I.D./S.S. #  1390-16-3784  
SELLER(S)  Angela + Carol  
Tax I.D./S.S. #  301-162-1294

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10 ATTORNEYS MODIFICATION: The terms of this Contract, (and all riders attached) except purchase price are subject to modification by the parties' attorneys within 10 business days from the date of acceptance. Notice of modification, if any, shall be in writing and shall state the specific terms being modified and the suggested revisions. If within 10 business days of the date of acceptance, agreement is not reached, this Contract shall be null and void, and all earnest money shall be returned to Buyer(s).

11 TITLE (a) At least 1 business day prior to the closing date, Seller(s) shall furnish or cause to be furnished to Buyer(s) at Seller's expense, an Owner's Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax and Lien Search and a commitment issued by a Title Insurance Company licensed to do business in the State of Illinois, to issue an owner's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) including coverage over General Schedule B exceptions in the amount of the purchase price covering the date hereof, subject only to (1) the "permitted exceptions" as set forth in paragraph 5, (2) 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 (an amount sufficient to secure the release of such title exceptions shall be deducted from the proceeds of sale due Seller(s) at closing), and (3) acts done or suffered by or judgments against Buyer(s), or those claiming by, through or under Buyer(s). (b) If the Title Commitment discloses unpermitted exceptions, Seller(s) shall have 30 days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the closing date shall be delayed, if necessary, during said 30-day period to allow Seller(s) time to have said exceptions waived. If Seller(s) fails to have unpermitted exceptions waived, or in the alternative to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, Buyer(s) may terminate the Contract between the parties, or may elect, upon notice to Seller(s) within 10 days after the expiration of the 30-day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If Buyer(s) does not so elect, this Contract between the parties shall become null and void, without further action of the parties, and all moneys paid by Buyer(s) hereunder shall be refunded. (c) Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title as therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

12 AFFIDAVIT OF TITLE Seller(s) shall furnish Buyer(s) at closing with an Affidavit of Title, covering the date of closing, subject only to those permitted special exceptions set forth in paragraph 5, and unpermitted exceptions, if any, as to which the title insurer commits to stand insurance in the manner specified in paragraph 11. In the event that this Contract between the parties calls for title to be conveyed by a Trustee's Deed, the Affidavit of Title required to be furnished by Seller(s) shall be signed by the beneficiaries of said Trust.

13 INSPECTIONS AND WARRANTIES Buyer(s) shall be permitted reasonable inspection of the premises prior to closing. Buyer(s) is requested to make a preliminary inspection at least 10 days prior to closing and thereafter promptly to serve written notice to Seller(s) of any non-compliance with paragraph 7(b), which Seller(s) shall promptly remedy, at Seller's expense. A final inspection of the premises including all equipment, appliances and systems shall be made, if requested, within 5 days prior to the closing date. The covenants, warranties and other provisions of this Contract shall survive the closing of this transaction; however, nothing contained in paragraph 7(b) shall be construed as a warranty that the items therein mentioned will remain in good repair beyond the closing. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM BUYER(S) PRIOR TO CLOSING, IT SHALL BE CONCLUDED THAT THE CONDITION OF THE PREMISES AND THE ABOVE EQUIPMENT IS SATISFACTORY TO BUYER(S); AND SELLER(S) SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.

14 PRORATIONS (a) General real estate taxes shall be prorated as of the closing date on the basis of the last assessment. (b) Premiums on any insurance policies assigned to Buyer(s), rents, if the subject real estate is not owner-occupied, secured interest on any assumed mortgage, water and sewer charges, fuel, and private service contracts, homeowners and/or condominium association dues and assessments, if any, shall be prorated as of the closing date.

15 CLEAN CONDITION Seller(s) agrees to leave the premises in broom clean condition. All refuse and personal property not to be conveyed to Buyer(s) shall be removed from the premises at Seller's expense before the date of possession.

16 ESCROW CLOSING At the election of Seller(s) or Buyer(s), upon notice to the other party not less than 5 days prior to the closing date, the sale shall be closed through an Escrow with a title company licensed to do business in the State of Illinois, in accordance with the general provisions of a deed and money escrow agreement consistent with the terms of this Contract. Upon creation of such an Escrow, anything in this Contract between the parties to the contrary notwithstanding, payment of the purchase price and delivery of the Deed shall be made through the Escrow. The cost of the Escrow shall be divided equally between Seller(s) and Buyer(s), except that Buyer(s) shall pay the money lender's escrow charges.

17 PERFORMANCE Time is of the essence of this Contract. Should Buyer(s) fail to perform its obligations under this Contract, then at the option of Seller(s) and upon written notice to Buyer(s), the earnest money shall be forfeited by Buyer(s) as liquidated damages and this Contract shall thereupon become null and void and Seller(s) shall have the right, if necessary and applicable, to re-enter and take possession of the premises, if any, and all right in and title to the premises and any and all improvements made upon said premises by Buyer(s) shall vest in Seller(s). Buyer(s) or Seller(s) shall pay all reasonable attorneys' fees and costs incurred by the prevailing party in enforcing the provisions of this Contract, including forfeiture or specific performance, or in defending any proceeding to which Buyer(s) or Seller(s) is made a party as a result of the acts or omissions of the other party.

18 NOTICES: All notices required to be given under this Contract shall be construed to mean notice in writing, signed by or on behalf of the party giving same, and served upon the other party or their attorney personally or deposited properly and speedily by registered mail, at the address herein set forth in the U.S. mail postage paid, certified or registered mail, return receipt requested.

19 SURVEY Prior to closing date, Seller(s) shall at Seller's expense deliver to Buyer(s) or Buyer's attorney a copy of a survey of the premises, dated not more than 6 months prior to the closing date, certified by a licensed surveyor, having all corners, stakes and showing all improvements, easements, and building lines existing as of this contract date. (In the event the premises is a condominium, a copy of the plat showing said premises on the recorded survey attached to the Declaration of Condominium shall be required.) If requested, Buyer(s) shall provide an affidavit verifying that no changes in improvements have been made since the date of said survey.

20 RISK OF LOSS In the event that, prior to closing, the subject premises shall be destroyed by fire or other casualty, to the extent that the cost repair thereof exceeds 10% of the purchase price set forth herein, then, in the event any portion of the subject premises shall be taken by condemnation, then, at the option of either party hereto, this Contract shall be declared null and void, and Buyer(s) shall be entitled to a return of all moneys paid hereunder.

21 FLOOD PLAIN Buyer(s) will obtain flood insurance if the premises is located within a designated flood plain as determined by the Flood Plain Maps of the Department of Housing and Urban Development, and if said insurance is required by Buyer's lender.

22 TRANSFER TAX STAMPS (a) Seller(s) shall pay for the State of Illinois and County Real Estate Transfer Tax Stamps. (b) Any applicable City or Village transfer tax shall be paid by the party designated in the Ordinance of the Municipality imposing the tax, except if no party is so designated, then the City or Village transfer tax shall be paid by Buyer(s).

23 WELL AND SEPTIC TEST In the event the premises has either a well or a septic system, Seller(s) shall provide to Buyer(s) at Seller's expense prior to closing, test results indicating such system to be in compliance with the applicable state statutes and county health department regulations.

24 STATEMENT OF ASSESSMENTS In the event the premises is a residential unit or otherwise subject to a homeowner's association, Seller(s) shall prior to closing furnish Buyer(s) a statement from the Board of Managers, Treasurer, or Managing Agent of the owner's association certifying payment of assessments and delinquent expenses through the date of closing, and, if applicable, proof of waiver of termination of any right of first refusal or general option contained in the Declaration of Condominium or Declaration of Covenants, Conditions and Restrictions, and any other documents as required by Statute, Declaration, Bylaws or Covenants as a precondition to transfer of ownership.

25 1445 COMPLIANCE Buyer(s) and Seller(s) agree that if Seller(s) is a "foreign person" within the meaning of Section 1445 of Internal Revenue Code, then Buyer(s) shall withhold and deduct from sale proceeds an amount equal to 10% of the amount realized. This provision shall not apply if (a) Seller(s) furnishes to Buyer(s) an affidavit stating under penalty of perjury, Seller's U.S. Taxpayer ID number, and that Seller(s) is not a foreign person as defined by the Internal Revenue Code, or (b) the premises is herein acquired by Buyer(s) for use by Buyer(s) as a primary residence as defined by the Code, and the amount realized on the sale does not exceed \$300,000, or (c) such other exceptions as are permitted in Section 1445 of the Internal Revenue Code.

26 ENTIRE AGREEMENTS This Agreement contains the entire agreement between the parties hereto. All negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated in this Agreement.

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## LEGAL DISCRPTION

THE SOUTH 40 FT. OF LOT 17 AND THE NORTH 20 FT. OF LOT 18 IN BLOCK 2 IN THE SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANYS RIGHT OF WAY (EXCEPT THE NORTH 241.56 FT. OF SAID WEST 1/2 OF SAID SOUTHWEST 1/2) IN COOK COUNTY, ILLINOIS.

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. DEPT-01 RECORDING \$25.50  
. T45555 TRAM 2643 05/11/93 15:30:00  
. 48024 \$ \*-93-353598  
. COOK COUNTY RECORDER

P.I.N. 18-06-313-017-000



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William U. McGrath, Esq.  
203 N. LaSalle.  
# 1650  
Chicago, Il. 60601

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