



REAL ESTATE CONTRACT



FORM APPROVED BY THE SOUTHWEST CHICAGO ASSOCIATION AND
FORM APPROVED BY THE SOUTHWEST ILLINOIS ASSOCIATION OF REALTORS

UNOFFICIAL COPY

93299471

- Single Family
- Multi-Family
- Townhouse
- Condominium
- Vacant Lot
- (check one)

SELLER: Giuseppe and Domenica ChilamonteADDRESS: 8514 Walton Oxford Park Illinois 60662
(City) (State) (Zip)BUYER: John Lynch or NomineeADDRESS: 6004 South Rutherford, Chicago, Illinois 60638
(City) (State) (Zip)

Buyer hereby agrees to purchase and Seller agrees to sell the following described real estate, in the terms and conditions herein set forth.

DESCRIPTION OF PROPERTY: LEGAL DESCRIPTION: (Permission to enter at any time hereafter)

Lot 15 in Cascade Ridge a subdivision of Lot 8 and Lot 9 (except the south 300 feet thereof)
in the subdivision of the Northeast 1/4 of Section 17, Township 36 North, Range 17, East
of the third principal meridian in Cook County, Illinois

STREET ADDRESS 7961 Michie Ct. Oxford Park Illinois
(include "Unit Number" if condominium or low income)

LOT SIZE: APPROXIMATELY 86ft x 123 x 135 x 116 feet.

DEEDS, PLAT, SURVEY, N/A

together with all encroachments attached to and forming a part of premises, for which owner shall deliver a Bill of Sale at time of delivery of Deed; existing heating, plumbing, electrical lighting fixtures, storm windows, glass doors and screens, if any; blower fans, curtain rods, if any; fencing, if any; attached air conditioner, if any; detached outside TV antenna, if any, and specifically including the following items of personal property now on premises:

N/A

PRICE AND TERMS:

PURCHASE PRICE \$ 110,000.00

BARNETT MONEY DEPOSIT \$ 11,000.00

In form of (check) (personal check) (machinable check) or judgment note due _____

BALANCE DUE AT CLOSING \$ 99,000.00

FINANCING:

This contract is subject to the Buyer obtaining a mortgage loan from _____ for the sum of _____ or equivalent, sum as Buyer accepts amortized by monthly payments over a period of not less than _____ years at an interest rate of _____ per annum, for which Buyer shall make application within 10 days from date hereof, and the proceeds of which are to be used as part payment of the purchase price herein and the expenses of which purchaser agrees to pay, if after making every reasonable effort, buyer is unable to procure such commitment within the time specified herein and SO NOTIFIES SELLER IN WRITING within that time, this contract shall become null and void and all the earnest money shall be returned to buyer. IN THE EVENT THE BUYER DOES NOT RECEIVE NOTICE of failure to procure said commitment upon seller as herein provided then this contract shall continue in full force and effect without any loss or inconvenience buyer shall be allowed to have a mortgage or trust deed placed on record prior to closing but any delay caused thereby shall not entitle buyer to the return of earnest money deposited by buyer & financing agent.

CLOSING:

The closing shall be on or before May 20 at the office of Seller's attorney or Chicago Title and Trust Company.

POSSESSION: at closing.

Seller shall deliver possession to buyer fully furnished, equipped and cleaned for the buyer's permanent occupancy and shall be liable for damage to the premises during the period of time between the closing and the time the buyer shall be reasonably be in the premises. Seller shall be responsible for heat, water and maintenance expenses during this period. Should seller fail to deliver possession to buyer as agreed, buyer shall pay to buyer beginning on the _____ day after closing the sum of \$ per day until full possession is delivered to the buyer.

Seller shall deposit the sum of \$ in escrow with _____ on Escrow, at the time of closing and any monies due the buyer after Seller's use and occupancy thereunder shall be paid to the buyer from this deposit and the balance, if any, refunded to the seller. This section shall be deemed delivered to the buyer when seller has vacated the premises and delivered the keys to the buyer or the escrow. Escrow money to be limited to delivery of possession. Funds held pursuant to this paragraph shall be used only to satisfy claims made under this section exclusively.

Printed 200

DONE AT CUSTOMER'S REQUEST.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MEMORANDUM OF JUDGMENT

KNOW BY ALL MEN THESE PRESENTS:

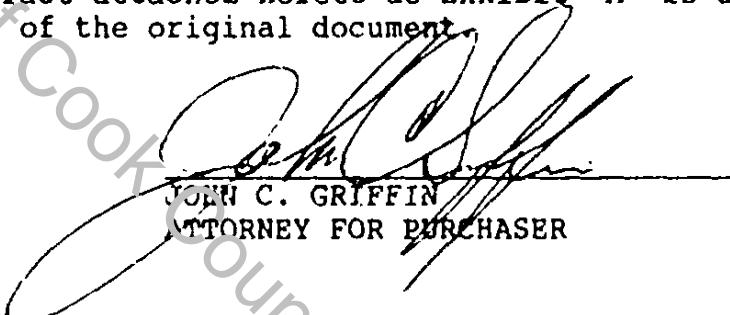
That on or about May 7, 1993, GIUSEPPE CHIARAMONTE AND DOMENICA CHIARAMONTE, SELLERS and JOHN LYNCH OR NOMINEE, PURCHASER entered into a contract for the sale of the following described parcel of land:

LOT 15 IN CASCADE RIDGE SUBDIVISION BEING A RESUBDIVISION OF LOTS 8 AND 9 (EXCEPT THE SOUTH 300.00 FEET THEREOF) IN THE SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 22-02-104-015

P/A: 7961 MICHELLE COURT, ORLAND PARK, ILLINOIS

The copy of said contract attached hereto as Exhibit "A" is a true and correct copy of the original document,


John C. Griffin
ATTORNEY FOR PURCHASER

93399471

Subscribed and sworn to before me this 21st day of
May, 1993.

~~~~~  
" OFFICIAL SEAL "  
KAREN M. RYAN  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/19/93  
~~~~~


Karen M. Ryan

DOCUMENT PREPARED BY: John C. Griffin
10001 South Roberts Road
Palos Hills, Illinois 60465

MAIL TO: John C. Griffin
10001 South Roberts Road
Palos Hills, Illinois 60465

729.50

UNOFFICIAL COPY

Property of Cook County Clerk's Office
33399471

05/24/93

00001	
RECORDED *	29.00
MAIL	0.50
93399471 #	
SUBTOTAL	29.50
CHECK	29.50
0012 2 PURC CTR	
MCH	16:18


Tom C. Griffin
10001 S. Roberts Rd.
Belmont Hills, IL 60465

CHICAGO TITLE INSURANCE COMPANY
RESIDENTIAL COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 007425607 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOT 15 IN CASCADIA RIDGE SUBDIVISION BEING A RESUBDIVISION OF LOTS 8 AND 9 (EXCEPT THE SOUTH 300.00 FEET THEREOF) IN THE SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 27-12-104-015

THIS DOCUMENT PREPARED BY:
John C. Griffin
10001 South Roberts Road
Palos Hills, Illinois 60465

MAIL TO:
John C. Griffin
10001 South Roberts Road
Palos Hills, Illinois 60465

93399471

seller, at his expense, shall furnish not less than five days prior to closing:

UNOFFICIAL COPY
THIS Commitment for an Owner's Title Insurance Policy is valid by all Whole Lived Title Company from the amount of the purchase price, cover date thereof showing title in the intact or broken, subject only to (a) no general exceptions contained in the title policy where the subject property qualifies thereunder as a residential parcel; (b) the title exceptions set forth below; and (c) title exceptions pertaining to liens or encumbrances which have been assumed by the Buyer under the terms hereof or which the Seller has agreed to remove at closing from the proceeds hereunder and additionally, if applicable, a Torrens Certificate of Title and Tenant Tax Search. Any delay in delivery of title commitment which caused by the Buyer, his agent or his lending agency, shall extend the time for delivery thereof by the Seller by such period of delay.

No Torrens Certificate, Tax Search or title commitment discloses exceptions not provided for herein. Seller shall have until closing to remove said exceptions or to acquire title insurance covering said unpermitted exceptions. If Seller fails to remove said exceptions or obtain additional coverage within the time stated herein, Buyer may elect to terminate this Contract and all monies paid by the Buyer shall be refunded.

CONVEYANCE, LIENS, ENCUMBRANCES:

Seller shall convey, or cause to be conveyed, title to the Buyer by warranty deed with release of homestead rights set by other appropriate deed, title in trust or an estate subject to (a) general taxes for 19_____, and subsequently years; (b) building lines and building laws and ordinances, zoning laws and ordinances, but only if the present use of the property is in compliance therewith or is a legal non-conforming use; (d) visible public and private roads and highways; (e) easements for public utilities which do not interfere with the improvements on the property; (f) other covenants or restrictions of record which are not violated by the existing improvements upon the property; (g) party wall rights and agreements; (h) existing leases or tenancies, if any.

PRORATIONS:

The following items, if applicable, shall be prorated as of the date of closing: (a) insurance premiums; (b) general taxes; (c) rents and security deposits; (d) interest on mortgages, indebtedness assumed; (e) water taxes; (f) fuel; (g) prepaid service contracts. Proration of general taxes shall be on the basis of the last fiscal year plus homestead exemption, if any. If said bills is based on partial assessment or on an unimproved site for improved property, a written agreement for final proration when the complete assessment information is available from the County Assessor shall be signed at closing by the parties hereto.

IMAGE BY CASUALTY BEFORE CLOSING:

No improvements on the property shall be damaged or materially damaged by fire or otherwise orally prior to closing - the provisions of the Standard Form Purchase Agreement shall apply.

SURVEY:

93399471

Seller at his expense, shall furnish to Buyer a current certified survey (not more than 6 months old) under certification by an Illinois Licensed Land Surveyor certifying in the name of the Buyer showing the location of the building and improvements on subject property to be within the boundaries of the property described in the title of the property and showing no encroachments of buildings or other improvements from adjoining properties. Buyer warrants that it has retained no brokers and that no real estate commissions shall be due and payable as a result of this transaction.

COMMISSIONS:

Seller agrees to pay all broker's fees due _____ the amount set forth in the broker's listing contract.

Not Applicable

Operating Broker _____ (Broker or Company name only)

Not Applicable

ATTORNEYS: Seller's Attorney Joseph S. Parigi Buyer's Attorney John G. Feltz Jr.
Muruda, Feltz, Riffert & Mitchell, Ltd. 10001 South Roberts Road

INFORMATION: One East Wacker Drive, Suite 3200 Palos Hills, Illinois 60465
Chicago, Illinois 60601 Seller's attorney

or earnest money and this contract shall be held by _____ Seller's attorney
The benefit of the parties hereto, and applied to the purchase price at closing. If the Buyer defaults hereunder, the deposit is to be first applied the expenses of the Seller, such as title expenses and survey costs, then to the broker's fee, and the remainder to the Seller. If this contract terminates without Buyer's fault, the earnest money shall be returned to the Buyer.

GENERAL CONDITIONS AND STIPULATIONS:

Both Seller and Buyer agree to execute all documents and provide all information necessary to enable any lender to issue a mortgage or trust deed and to close this sale.

Seller warrants that as of the date hereof neither he nor his agent has received any notice issued by any city, county or other governmental authority of a building code violation concerning the subject property which will not be cured by date of closing.

All notices herein required shall be in writing and served upon the parties at the addresses shown on this contract or upon the Attorney for each party. In the event the name and address of the Seller or the attorney for the Seller is unknown, written notice may be served upon the listing broker as agent for such Seller. Facsimile transmission of any offer, acceptance, notice or rider initially provided to the parties, their broker or attorney, shall constitute sufficient notice or acceptance. Original documents shall be forwarded in all instances within three business days of such notice.

Seller agrees to arrange to leave the subject property in bloom clean condition. All refuse and personal property not to be conveyed to Buyer shall be removed from the property at Seller's expense before the date of Buyer's occupancy.

Prior to closing, Buyer shall have the right to enter into and inspect the premises.

Buyer agrees to purchase Flood Insurance, if required by Lender.

In contract and riders numbered 555, 556, 557, 558, attached hereto and incorporated herein, shall be executed and one copy is to be delivered to Seller and one copy to Buyer.

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING.

BUYER: John Lynch, President, Lynch Contract

John Lynch

SELLER: Giovanni Chiaromonte
Giovanni Chiaromonte
Domenica Chiaromonte

DATED: April 11, 1993

DATE ACCEPTED: May 7, 1993

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

UNOFFICIAL COPY

93251A2

RIDER

RIDER ATTACHED HERETO AND MADE A PART OF A CONTRACT DATED
May 7, 1993 BY AND BETWEEN GIUSEPPE
CHIARAMONTE AND DOMENICA CHIARAMONTE AS SELLERS AND JOHN
LYNCH OR NOMINEE AS BUYER FOR THE PROPERTY COMMONLY KNOWN AS:

7961 MICHELLE COURT
ORLAND PARK, ILLINOIS

IF THE TERMS OF THIS RIDER CONFLICT WITH THE TERMS OF THE
AFORESAID CONTRACT, THE TERMS OF THIS RIDER SHALL PREVAIL.

- *****
1. Purchaser shall receive a credit of \$125.00 at closing in
lieu of a survey.
2. The purchaser shall be Lynch Construction Company, or
nominee.
- ~~John Lynch, President - Lynch Construction Co
Domenica Chiaramonte~~

SELLER:

BUYER:

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

93399471