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DEPT-01 RECORDING

\$27.50

T#0004 TRAH 1278 05/16/94 04:50:00

\$2176 L.C. #94-439468

COOK COUNTY RECORDER

REAL ESTATE SALE CONTRACT

1. ERNESTO A. AVINA and ALPHONSE C. GONZALES (Purchasers) agree to purchase at a price of \$35,000.00 (Thirty Five Thousand Dollars) on the terms set forth herein, the following described real estate in the City of Chicago, County of Cook, Illinois:
PIN #16-36-420-003; 16-36-420-004; and 16-36-420-042
Commonly known as 3725 South Maplewood, Chicago; with the approximate lot dimensions per survey (to be ordered by Purchaser) together with heating, cooling and ventilating equipment present in the buildings.
2. FRANK AEDELEN, seller agrees to sell the real estate and the property described above 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 warranty deed, with release of homestead rights, if any, and a proper bill of sale. All general taxes due through 1993 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year 1994 up to and including date of closing and monies due for services such as water shall be prorated from the sale proceeds.
3. Purchaser has paid \$5,000.00 (Five Thousand Dollars) as earnest money to be held by the Chicago Title Insurance Company in escrow and 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:
The payment of the full balance of the purchase price.

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AVINA/EDELEN REAL ESTATE SALE CONTRACT

4. Purchaser shall order a current staked plat of survey; Seller and Purchaser agree to share (50/50) the price of said survey which shall be certified to the Purchaser and Chicago Title Insurance Company. Maximum of \$200.00.
5. The time of closing shall be on April 29, 1994, or on the date subsequently agreed otherwise, at the office of the Chicago Title Insurance Company. Or on evidence of clear title whichever is sooner.
6. Seller is a licensed real estate broker; no commissions shall accrue to Seller or any other parties.
7. The earnest money shall be held by Chicago Title and Trust Company in escrow for mutual benefit of the parties.
8. Seller warrants that Seller, its beneficiaries or agents of Seller or its beneficiaries have received no notices after January 1, 1994 of any city, village or state governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.
9. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable.
10. If this contract is terminated without Purchaser's intentional fault or blatant refusal to act, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's blatant refusal to act without reasonable justifiable cause, then at the option

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AVINA/EDELEN REAL ESTATE SALE CONTRACT

(10 CONT.) of the Seller and upon notice to the Purchaser, the earnest money shall be forfeited to the Seller.

11. Seller and Purchaser agree 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 the Deed and Money Escrow Agreement then in use by the Chicago Title and Trust Company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon creation of such escrow, nothing 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 escrow.

12. All notices shall be made 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 notice.

DATED: MARCH 30, 1994.

PURCHASER: *Ernesto A. Avina* ^{4/2/94} ~~EM~~ 1854 W. 21st Street
FOR ERNESTO A. AVINA Chicago, IL 60608

PURCHASER: *Alphonse C. Gonzalez* 909 S. Bishop
ALPHONSE C. GONZALEZ Chicago, IL 60607

SELLER: *Frank M. Edelen* 3725 S. Maplewood
FRANK EDELEN, DIVORCED Chicago, IL
N. F.N.E.

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FDWA RD J. P O S F W F L L COOK COUNTY TRAFFASUR
06/16/94 Receipt #: 951715 Employee: GARY PAGE: 1
PIN: 16-36-420-003-0000 Volume: 000509

Address: NONE

Name: TEBERI REALTY INC

Mailing: NONE

Legal Description: DENNIS M J SUB 1T 51 BRIGHTON TOWN
Sub-Division Name: DENNIS M J SUB OF LOT 51 (N ORIGINAL TOWN OF BRIGHTON (SEE A) R

Legal: M J DENNIS SUB OF LOT 51
EC DATE: 09/17/1869

ST-TN-BG	BLOCK	PT	LOT
36-39-13			0000011
36-39-13			0000012
36-39-13			

Property of Cook County Clerk's Office



Alphonse C. Gonzalez
909 S. Bishop
Chicago IL 60607

504-50446