



# UNOFFICIAL COPY

## Real Estate Sale Contract

COOK COUNTY  
RECORDER  
JESSE WHITE  
BRIDGEVIEW OFFICE

94808310

1. Larry Kosteck <sup>BU 42</sup> (Purchaser)  
agrees to purchase at a price of \$ ~~35,000.00~~ 36,500.00 on the terms set forth herein, the following described real estate  
in Cook County, Illinois:

Vacant lot: 100' x 158'

commonly known as 4916 N. 143rd Place, and with approximate dimensions of  
100' x 158', together with the following property presently located thereon:

RECORDIN 4 23.00  
MAIL 4 0.50  
94808310 H  
SUBTOTAL 23.50  
CASH 23.50

2. <sup>BU</sup> Bryan Uphoff (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 WARRANTY 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 road and highways, if any, for party  
(c) general taxes for the year 1993 and subsequent years; and to annexation to Village of Midlothian.

3. Purchaser has paid \$ 3,000.00 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)  
33,500.00 <sup>BU</sup>  
(a) The payment of \$ 33,500.00 plus or minus prorations due at the time of closing.  
(b) ~~XX~~

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,  
as soon as possible after annexation to Village of Midlothian

5. The time of closing shall be ~~XX~~ 1994 or on the date, if any, to which such time is extended by reason of paragraph 2 of the  
Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of  
or of the mortgage lender, if any, provided title is shown to be good or accepted by the purchaser.

6. ~~XX~~ Each party represents to the other that no broker's  
~~XX~~ commission is payable on this transaction.

7. The earnest money shall be held by Bryan Uphoff. Earnest money shall be placed in an interest bearing account with the  
for the mutual benefit of the parties, interest accruing to the benefit of the purchaser.

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.

9. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within 10 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 April 25, 1994  
Purchaser Larry Kosteck  
Purchaser (Address) 9219 N. Christine Court, Orland Park, IL  
Seller Bryan Uphoff  
Seller (Address) 4915 N. 143rd St. Crestwood, IL

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

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MAIL TO  
Bryan Uphoff

23.50  
net

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Lot 8, in H.J. Cross's Sub of the N 1/2 of the E 1/4 of the NE 1/4 of Section 9 T. 36 N, R. 13, E of the Third Principal Meridian, in Cook County, IL. The South 158 feet of Lot 5 in the Subdivision of

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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 insurance policy issued by the Chicago Title and 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 "limited exceptions"). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject, however, 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 3 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 title 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. Mortgages, premiums under marine or fire insurance policies, water and other utility charges, fuel, 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. If the amount of the current general taxes is not known or ascertainable, the adjustment (if not except for that amount which may accrue by reason of new or additional improvements) shall be on the basis of the amount of the (most) recent ascertainable taxes. The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows: 1994 real estate taxes to be prorated based on tax of most recent ascertainable tax bill.
4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
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 Backed 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.)
7. Time is of the essence of this contract.
8. Any payments herein required to be made at the time of closing shall be by certified check or cashier's check, payable to Seller.
9. 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.

CONDITIONS AND STIPULATIONS