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MAP MULTIPLE LISTING SERVICE CONTRACT TO PURCHASE REAL ESTATE



94138719

1. **PARTIES:** Purchaser: Raymond S. Cox and assigns and Seller: Rita & Mary Godwin

2. **PURCHASE PRICE:** The purchase price is \$ 90,000. The payment of the purchase price, including earnest money, subject to applicable provisions, will be paid in cash, cashier's or certified check, or title company check, or mutually agreeable negotiable instrument.

3. **EARNEST MONEY:** The Purchaser has paid earnest money in the amount of \$ 2,000 and promises to pay a total earnest money amount of \$ 2,000 on or before Sept. 7, 1993. When total earnest money becomes \$5,000 or more, such money will be held in an interest-bearing account for the benefit of the Parties, with interest to be paid to Purchaser. The earnest money and the original of this contract will be held by the Listing Broker as follows:

4. **PERSONAL PROPERTY:** The following is the personal property, if any, now located on the premises and for which a Bill of Sale is to be given at the closing (strike inapplicable):

Washer	Dishwasher	Fireplace Screen	Stairs/Screened Storage	Central Heating & cooling systems	Bill-in or other Shelving & cabinet
Disposal	Dryer	TV Antenna	Storage Building	Cooling fans	Sump pump
Water Softener	Humidifier #3 IS	Security System	Garage	All planted vegetation	Wall-to-wall & star carpeting if any
Stove	Electric Air Filter	Smoke Alarm(s)	Garage & Drapery Blinds	Flooring, plumbing & other add fixtures as included	
Refrigerator	Central Vacuum	Electric Garage Door Opener(s) & handsets	All window treatments & coverings, except		

Other Address: Deck, Fence, Workbench Exclusion: ACE IN THE HOLE

5. **DATE OF EXISTING REAL ESTATE:** (1) This contract is contingent upon receiving written notice of the occurrence of the following (strike inapplicable):
A. Execution of a contract for sale of the Purchaser's residence at _____ on or before _____ and/or
B. Closing of the sale of the Purchaser's residence at _____ on or before _____
(2) If the above contingencies have not been met or waived by the Purchaser on or before the specified date, this contract will become null and void and all earnest money returned to the Purchaser.
(3) The parties agree that the Seller's property will remain on the market during the term of each contingency period, and any period allowed for Attorney's Review of this contract.
(4) In the event Seller accepts an offer to sell the property during the term of this contract, Seller will notify Purchaser of same upon attorney's approval of said contract. Purchaser will then have _____ days after receipt of such notice to waive the above contingencies. If Purchaser does not so waive these contingencies, then this contract will become null and void, and all earnest money will be returned to the Seller.

6. **FINANCING:** This contract is subject to the condition that Purchaser be able to procure on or before Oct 9, 1993 an unconditional receipt for matters of title or survey commitment for a conventional type loan to be secured by a mortgage on the real estate in the amount of \$ 65,000 or such lesser amount as Purchaser accepts, with initial interest of not more than 7 % per year plus mortgage insurance, if required, to be amortized over 30 years, with the loan origination and/or service charges to be paid by Purchaser for such loan not to exceed 1 % (including VA funding fees, if any). If, after making every reasonable effort, Purchaser is unable to procure such commitment within the time specified herein and so notifies Seller in writing within 3 business days after above date, at purchaser's option, this Contract will become null and void, and all earnest money will be returned to Purchaser. NO NOTICE BY PURCHASER, PURCHASE SHALL BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR ADDED TO PURCHASE THE PROPERTY WITHOUT SUCH MORTGAGE FINANCING.
Upon Seller receiving notice, however, Purchaser cannot void this contract, if within 7 calendar days after receipt of Purchaser's notice: (A) Seller grants extension of mortgage commitment date; or (B) Seller notifies Purchaser of their intent to procure for Purchaser such commitment upon the same terms. Purchaser agrees to furnish to Seller and Lender all requested information and will sign all papers necessary to obtain the mortgage commitment and close the loan.
Upon paragraph 5(A) and/or B being deleted from this contract or subsequently waived by Purchaser, Purchaser also waives further right to cancel this contract upon receiving a conditional commitment subject to the sale or closing of their residence.

7. **TIME AND PLACE OF CLOSING:** (A) Closing or escrow payment will be on Oct 25, 1993 at such time as mutually agreed. Seller will convey by stamped recordable warranty deed (or other appropriate deed if title is vested in trust or in an estate) with release of homestead rights upon payment of the purchase price with appropriate credits for earnest money and other pratable items.
(B) This sale will be closed at the title company escrow closing office issuing the owner's title policy, located geographically nearest the property, or the office of the seller's attorney.

8. **POSSESSION:** (A) Possession will be delivered not later than at closing or as stipulated in paragraph (B). The purpose of this contract, possession shall be deemed to have been delivered when the Seller has vacated the premises and delivered the keys to the premises to the Purchaser or to the office of the Listing Broker.
(B) Seller agrees to deliver possession before 11:59 p.m. on _____, 19____. Seller agrees to pay at closing the sum of \$ _____ per day to the Purchaser as rent from and including the day after closing to and including above stated possession date regardless of when possession is actually delivered.
(C) In the event that possession is not delivered at closing, Seller will deposit to escrow with the Listing Broker at closing from the proceeds, by separate check, the sum of two percent (2%) of the sale price to guarantee that possession of the property will be delivered to Purchaser on or before the date and time specified in this contract. If possession is not delivered, the escrow funds will be paid to the Seller. If possession is not so delivered, the Listing Broker will pay to the Purchaser from the escrow funds the sum of 1/15th of the deposit per day for each day possession is withheld from Purchaser after such specified date and time, and will pay the balance of the escrow fund, if any, to the Seller. In the event that possession is not delivered to Purchaser within fifteen (15) days of the date specified herein, Seller shall continue to be liable to purchaser for a sum of money equal to 1/15th of the purchase price until specified herein for each day possession is withheld from Purchaser, will not prejudice to any other rights or remedies to Purchaser.

9. **TITLE:** Title, when conveyed, will be good and marketable, subject only to general real estate taxes and due and payable at the time of closing, covenants, conditions, restrictions of record, existing liens and encumbrances if any, so long as they do not interfere with the Seller's use and enjoyment of the property.
Seller's obligation will be to furnish the documents set forth in Paragraph 9 of the General Conditions on the reverse side hereof. However, in the event any portion of the subject premises is required to be registered in Torrens, Seller agrees to pay in addition to said title charges, any and all Torrens charges, and Seller will otherwise comply with the requirements of the Torrens system.

10. **PROVISIONS:** (A) Real Estate taxes based upon 100% of the most recent real estate yearly tax bill, rents, association dues, accrued interest on mortgage indebtedness for mortgages, which are being assumed, and other proratable items will be prorated to the date of the actual closing. If the current and estate taxes are based on the fact that the Seller is a homeowner, Seller agrees that neither has or will have exceeded all prorations prior to or at the closing necessary to preserve said exemption. Seller is responsible for full payment of all special assessments currently outstanding against the property, except NO EXCEPTIONS. (B) If applicable, Seller represents, as of the date of the date of a separate item on the monthly association dues pertaining to the property are approximately \$ 90.00. Seller will provide to Purchaser, prior to closing if requested, copies of all Homeowner Association rules and regulations.

11. **CONVEYANCE FEE AND AGENCY DISCLOSURE:** Purchaser acknowledges and understands that the Broker's fees referred to in this contract are the agreed-upon fee for the Broker's services and will be compensated by the Seller. Seller will pay to the listing company the Broker's fee for services rendered with the listing agreement.

12. **CONDITION REPRESENTATION AND HOME INSPECTION:** Seller will represent as of the date and time of delivering possession (A) that all systems, equipment and appliances, if any, to be conveyed by deed or sold by Bill of Sale will be in operating condition including, but not limited to, all mechanical equipment, heating and cooling equipment, water heater and others, septic and plumbing systems, electrical systems, kitchen equipment remaining with the premises, and any miscellaneous mechanical personal property to be transferred to the Purchaser, except EXCEPTIONS.
(B) to the best of Seller's knowledge, that the roof and foundation are free from leaks. Notwithstanding Seller's representations, Purchaser reserves the right within 4 business days of contract acceptance by Seller to have, at his/her expense, a professional home inspector inspect and furnish a report on said premises. The inspection will cover but not be limited to the following major components of the real estate: septic, central heating system, central cooling system, exterior plumbing system, electrical system, roof and foundation. **PURCHASER ACKNOWLEDGES THAT DISCLOSURE OF MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THIS CONTINGENCY UNLESS HABITABILITY IS AFFECTED.** If the inspection reveals any deficiency unacceptable to the Purchaser, the Purchaser will furnish a list of such report to Seller, and may cancel this contract upon giving written notice to the Seller of said deficiency within 48 hours of such inspection. If purchaser fails to notify Seller of deficiencies in said inspection, Purchaser waives his right hereunder as to canceling the contract and requesting Seller to repair said deficiencies under paragraphs 12 and 23.

13. **RIDERS AND GENERAL CONDITIONS:** This contract is subject to the General Conditions on the back page hereof, and the following MAP MULTIPLE LISTING SERVICE Rider numbers attached hereto, which General Conditions and Riders are made a part of this Contract.

SIGNIFICANCE OF OFFER AND ACCEPTANCE BY PARTIES

This offer or any counter offer must be accepted upon presentation or the same shall become null and void. We, the undersigned purchaser and seller, understand that our signatures and initials of acceptance have created copies of documents bearing same will constitute a LEGALLY BINDING CONTRACT, and all parties agree to perform the terms and conditions of the same.

Date of Contract Offer: 9/1/93
1443 POWELL COW DE
Purchaser's Mailing Address (print)
SALEM ILL 60074
City State Zip
Purchaser/Secretary/Agent: Wendy J. Abbott Social Security # 342-62-7729

Date of Contract Acceptance: 9/1/93
1927 RICHMOND CT
Seller's Mailing Address
Schaumburg, ILL 60194
City State Zip
Seller/Secretary/Agent: Steve Burke Social Security # 381-68-3851
Wendy J. Abbott Social Security # 357-64-9107

FOR INFORMATION ONLY

Name of Selling Agent: SANDY MITANI 14997
Company Name: ERA ABBOTT 885-3100
Purchaser's Address: WANNIE SILVA 93-5199 93-5180

Name of Listing Agent: Steve Burke
Company Name: ERA ABBOTT MAP MLS ID # 885-3100

Name of Mortgage Lender: _____ Loan Officer: _____

FORM 0271 - 1/91 MPM LS 94138719

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GENERAL CONDITIONS

14. ATTORNEYS REVIEW: The parties agree that their respective attorneys may review and make modifications... other than stated purchase price, mutually acceptable to the parties, within ten (10) business days after the date of the Contract acceptance...

15. PRIOR CONTRACT: In the event a prior contract for this had been entered into by seller, this contract is contingent upon seller providing to purchaser within 4 business days thereafter a cancellation or termination of said prior contract.

16. EVIDENCE OF TITLE: Seller will, at his expense, deliver to purchaser a deed to be delivered to purchaser of purchase price... within ten business days after the date of closing... as evidence of title in either of the following 2 ways...

17. CONDOMINIUM: It is agreed that the subject property is a condominium... Seller will provide to purchaser a deed to be delivered to purchaser of purchase price... within ten business days after the date of closing...

18. INSPECTIONS, CERTIFICATION, AND FEE: Seller will pay reasonable costs... Seller will pay reasonable costs... Seller will pay reasonable costs...

19. SURVEY: Seller will provide to purchaser a deed to be delivered to purchaser of purchase price... within ten business days after the date of closing... as evidence of title in either of the following 2 ways...

20. FLOOD INSURANCE: Seller will obtain the flood insurance... Seller will obtain the flood insurance... Seller will obtain the flood insurance...

21. SOIL TEST: Seller will provide to purchaser a deed to be delivered to purchaser of purchase price... within ten business days after the date of closing... as evidence of title in either of the following 2 ways...

22. WELL AND SEPTIC TEST: Seller will provide to purchaser a deed to be delivered to purchaser of purchase price... within ten business days after the date of closing... as evidence of title in either of the following 2 ways...

23. CONDITION OF REAL ESTATE: Seller will provide to purchaser a deed to be delivered to purchaser of purchase price... within ten business days after the date of closing... as evidence of title in either of the following 2 ways...

24. CODE VIOLATIONS: Seller will provide to purchaser a deed to be delivered to purchaser of purchase price... within ten business days after the date of closing... as evidence of title in either of the following 2 ways...

25. WARRANTIES AND REPRESENTATIONS: Seller will provide to purchaser a deed to be delivered to purchaser of purchase price... within ten business days after the date of closing... as evidence of title in either of the following 2 ways...

26. PAYMENT OF REAL ESTATE TRANSFER TAX: Seller will provide to purchaser a deed to be delivered to purchaser of purchase price... within ten business days after the date of closing... as evidence of title in either of the following 2 ways...

27. PAYOUTS: Seller will provide to purchaser a deed to be delivered to purchaser of purchase price... within ten business days after the date of closing... as evidence of title in either of the following 2 ways...

28. REAL ESTATE PROPERTY TAX ESCROW: Seller will provide to purchaser a deed to be delivered to purchaser of purchase price... within ten business days after the date of closing... as evidence of title in either of the following 2 ways...

29. ESCROW CLOSING: Seller will provide to purchaser a deed to be delivered to purchaser of purchase price... within ten business days after the date of closing... as evidence of title in either of the following 2 ways...

30. DEFAULT: Seller will provide to purchaser a deed to be delivered to purchaser of purchase price... within ten business days after the date of closing... as evidence of title in either of the following 2 ways...

31. DISMISSMENT OF EARNEST MONEY: Seller will provide to purchaser a deed to be delivered to purchaser of purchase price... within ten business days after the date of closing... as evidence of title in either of the following 2 ways...

32. NOTICES: ALL NOTICES REQUIRED MUST BE IN WRITING AND WILL BE DEEMED TO BE RECEIVED BY ONE PARTY TO MATTER AT THE MAILING ADDRESS INDICATED HEREIN... THE OTHER PARTY IS REPRESENTED BY AN ATTORNEY...

33. LOSS: If equal to money or to value of the property, it shall be deemed to be the loss of the party who is the owner of the property at the time of the loss...

34. INTEREST BEARING ACCOUNT DIRECTION AND I.R.S. CERTIFICATION: Seller and Purchaser agree that the purchase price is to be held in an interest bearing account... Seller will provide to purchaser a deed to be delivered to purchaser of purchase price...

35. CONSTRUCTION OF TERMS: Whenever appropriate, the singular includes the plural, and the male name or pronoun includes the other of the sexes.

36. TIME IS OF THE ESSENCE OF THIS CONTRACT.

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Unit 2-32-1 a part of Sheffield Towne subdivision
Unit #2 being a subdivision of part of the W1/2 of
the NW 1/4 of section 17-township 41 north, range 10
east of the 3rd principal meridian
EX 07-17-103-195

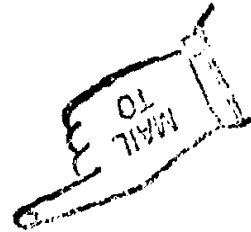
Prepared by

EBA ABBOTT

C/O Steve Bunke

1051 W. Golf Rd

Hoffman Estates, IL 60144



COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

RECORDING 25.00
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