

95523313

DEPT-01 RECORDING 933.50
T10004 TRAN 1676 08/08/95 14:05:00
48694 \$ LF # 95-523313
COOK COUNTY RECORDER

Affidavit

Pursuant to the letter dated 10/6/93
the above recorded contract dated
10/3/93 recorded 12/10/93 as document
0304129 was null and void,
exhibits attached.

Affiant has never been contacted
by said parties given any notice
etc.

Affiant has never received any
earnest money.

Affiant has never relinquished possession
this affidavit is for the purpose
of removing recorded contract as a
cloud on title.

Have tried to contact Raymond Arullo
and have been unable to get a
quit claim deed from him

Aug 8, 1995

Geraldine P. Rosenau

GERALDINE P. ROSENAU

Shen under my hand and official seal
this 8th day of August, 1995.

3350
J



Maria Cristina Grabski

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AREA CODE 312

TELEPHONE 777-1718

FAX 777-1803

LAW OFFICES

McParland and Cornfield

4024 N. MILWAUKEE AVENUE

CHICAGO, ILLINOIS 60641

Certified Mail No. 198 497 002
Return Receipt Requested

LAW OFFICES
McPARLAND & CORNFIELD
COPY
RETAIN FOR YOUR FILES
October 6, 1993

Raymond Cirillo, Etal
4835 N. Mobile
Chicago, Illinois 60630

Re: Contract to purchase 4920 W. Carmen
Chicago, IL 60630

Dated: October 3, 1993

Dear Mr. Cirillo:

Enclosed please find Notice, declaring the subject contract null and void pursuant to Attorney's Approval Rider #101, which is a part of said contract.

Yours very truly,


Michael J. Cornfield
Attorney

MJC:cc
Encls.

cc: Mr. Joe Stout
C-21 Heiser & Porto
Reg. Mail/Fax (774-3276)

5900 N. Milwaukee Ave.
Chicago, Illinois 60646

cc: Mr. Dennis O'Neill
Attorney
Reg. Mail/Fax (792-8358)

5487 N. Milwaukee Ave.
Chicago, Illinois 60630

95523513

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9 5 5 2 3 3 1 3

NOTICE

Re: Real Estate Contract dated: October 3, 1993

Property Address: 4920 W. Garmen
Chicago, Illinois 60630

WHEREAS the subject contract above set forth is subject to the approval of the attorney for the "Seller", MICHAEL J. CORNFIELD, 4024 N. Milwaukee Avenue, Chicago, Illinois (312) 777-1718, the said MICHAEL J. CORNFIELD, attorney for Geraldine Rosenau, does hereby disapprove the subject contract for the following reasons:

1) That title to the subject property was held by Geraldine Rosenau's parents, Axel Mattson and Frances Mattson, and title was also shown in two other named decedents, Anna Patke and Michael Patka (a/k/a Michael Patke);

2) That Geraldine Rosenau has not been appointed as legal representative for any of the above named parties, and therefore, does not have the legal capacity to execute the subject contract;

3) That the property is further encumbered by liens of the City of Chicago, the amount of which is undetermined at this time;

4) That the contract is defective in that Seller has no listing agreement from Century 21 Heiser & Porto, Inc.;

5) That Geraldine Rosenau signed the subject contract in emotional stress, the circumstances of which are being investigated by said attorney, Michael J. Cornfield.

WHEREFORE, pursuant to Rider #101 of the subject contract, the attorney does hereby declare the subject contract null and void.


MICHAEL J. CORNFIELD, Attorney

95523313

PURCHASER RAYMOND V. KULLO ADDRESS 4852 N. MILWAUKEE
RAVIMARI) CIRCLE ETAL CHI 712 60630



ATTORNEY'S APPROVAL

THIS RIDER SHALL BE ATTACHED TO AND BECOME A PART OF THE REAL ESTATE CONTRACT DATED

OCT 2, 1993, COVERING THE SALE OF THE REAL PROPERTY COMMONLY KNOWN AS:

4920 W CARMEN CHICAGO ILL 60630
ADDRESS CITY STATE ZIP CODE

IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES THAT THEIR RESPECTIVE ATTORNEYS MAY APPROVE AND MAKE MODIFICATIONS, OTHER THAN PRICE AND DATES, MUTUALLY ACCEPTABLE TO THE PARTIES. APPROVAL WILL NOT BE UNREASONABLY WITHHELD. AND IF WITHIN 3 BUSINESS DAYS AFTER THE ACCEPTANCE DATE OF THIS CONTRACT IT BECOMES EVIDENT THAT AGREEMENT CANNOT BE REACHED BY THE PARTIES HERETO, AND WRITTEN NOTICE THEREOF IS GIVEN TO EITHER PARTY WITHIN THE TIME SPECIFIED, THEN THIS CONTRACT SHALL BECOME NULL AND VOID, AND ALL DEPOSITED EARNEST MONEY SHALL BE REFUNDED TO THE PURCHASER.

IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

THE SELLER DIRECTS THE LISTING BROKER NOT TO SHOW THE REAL PROPERTY THAT IS SUBJECT TO THIS CONTRACT TO ANY OTHER PROSPECTIVE PURCHASERS DURING THE ABOVE CONTINGENCY PERIOD.

OCT 3, 1993
DATE

OCT 3, 1993
DATE

[Signature]
PURCHASER'S SIGNATURE

[Signature]
SELLER'S SIGNATURE

PURCHASER'S SIGNATURE

SELLER'S SIGNATURE

PURCHASER'S ATTORNEY'S NAME AND TELEPHONE NUMBER, IF KNOWN:

SELLER'S ATTORNEY'S NAME AND TELEPHONE NUMBER, IF KNOWN:

DERINIS O'NEILL

MICHAEL KORNFIELD

312 792-1333
AREA CODE TELEPHONE NUMBER

312 777-1798
AREA CODE TELEPHONE NUMBER



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CHICAGO ASSOCIATION OF REALTORS
REAL ESTATE SALES CONTRACT - RESIDENTIAL

1 TO: OWNER OF RECORD SELLER Date OCT 3, 1993
2 I/We offer to purchase the property known as: 4920 W. CARMELO (Address) (City) (State) (Zip) CHICAGO IL 60630

3 lot approximately 45 X 125 feet, together with improvements thereon, including the following, if any, now on
4 premises, for which a Bill of Sale is to be given: screens; storm windows and doors; shades; venetian blinds; drapery rods; curtain rods;
5 radiator covers; attached TV antenna; heating, central cooling, unit air conditioners, ventilating, lighting and plumbing fixtures;
6 attached mirrors, shelving, interior shutters, cabinets and bookcases; awnings; porch shades; planted vegetation; garage door openers;
7 fireplace screens; refrigerator; range; dishwasher, and disposal; tacked down carpeting; and also _____

8 AS IN CONDITION

10 1. Purchase price \$ 50,000.00
11 2. Initial earnest money \$ 3,000.00 in the form of JUDGEMENT NOTE
12 shall be held by C. J. HEISER & PORTO, to be increased to 10% of purchase price within 3
13 days after acceptance hereof. Said initial earnest money shall be returned and this contract shall be void if not accepted by Seller on or before
14 OCT 5 19 93. Earnest money shall be deposited by C. J. HEISER & PORTO
15 as escrowee, for the benefit of the parties hereto in an established escrow account in compliance with the laws of the State of Illinois. An
16 original of this contract shall be held by Listing Broker

17 3. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (STRIKE THROUGH
18 INAPPLICABLE SUBPARAGRAPHS):

19 (a) Cash, Cashier's Check or Certified Check, or Any Combination Thereof.
20 (b) Assumption of Existing Mortgage (See Rider 308, if Applicable).
21 (c) Mortgage Company. This contract is contingent upon Purchaser securing within _____ days after acceptance hereof a
22 commitment for a fixed rate mortgage, or an adjustable rate mortgage permitted to be made by U.S. or Illinois savings and loan associa-
23 tions or banks, for \$ _____, the interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed
24 _____ % per annum, amortized over _____ years, payable monthly, loan fee not to exceed _____ %, plus appraisal
25 and credit report fee, if any. If said mortgage has a balloon payment, it shall be due no sooner than _____ years. Pur-
26 chaser shall pay for private mortgage insurance if required by lending institution. If Purchaser does not obtain such commitment,
27 Purchaser shall notify Seller in writing within said number of days. If Seller is not so notified, it shall be conclusively presumed that
28 Purchaser has secured such commitment or will purchase said property without mortgage financing. If Seller is so notified, Seller
29 may, within an equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and shall
30 have the option of extending the closing date up to the same number of days. Said commitment may be given by Seller as well
31 as a third party. Purchaser shall furnish all requested credit information, sign customary documents relating to the
32 application and securing of such commitment, and pay one application fee as directed by Seller. If Purchaser notifies Seller as above
33 provided, and neither Purchaser or Seller secures such commitment as above provided, this contract shall be null and void and all earnest
34 money shall be returned to Purchaser, and Seller shall not be liable for any sales commission.

35 If an FHA or VA mortgage is to be obtained, Seller agrees to pay the loan discount not to exceed _____ % and, other costs
36 customarily chargeable to Seller, provided Seller's initials appear here _____

37 (d) Purchase Money Note and Trust Deed or Installment Agreement For Deed. Purchaser shall pay \$ _____
38 (which sum includes earnest money; and the balance by (STRIKE THROUGH ONE): (Purchase Money Note and Trust Deed) (Installment Agree-
39 ment For Deed) in the amount of \$ _____ with interest at the rate of _____ % per annum to be amortized over
40 _____ years, payable monthly, the final payment due _____ 19 _____ with unlimited prepayment privi-
41 lege without penalty. Payments into escrow for taxes and insurance shall also be made monthly. If the parties cannot agree on the
42 form of said instrument, Chicago Title & Trust Company Note and Trust Deed No. 7 shall be used, or the George E. Cole Installment
43 Agreement No. 74 shall be used, whichever may be applicable. If Seller requests a credit report, Purchaser shall deliver same to
44 Seller within four days of such request; and Seller may cancel this agreement within three days after receiving said credit report, if
45 Seller believes said credit report is unsatisfactory.

46 4. At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable War-
47 ranty Deed with release of homestead rights (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement,
48 for such a deed if that portion of subparagraph 3(d) is applicable, subject only to the following, if any: covenants, conditions and
49 restrictions of record; private, public and utility easements; roads and highways; party wall rights and agreements; existing leases
50 and tenancies; special governmental taxes or assessments for improvements not yet completed; unconfirmed special governmental taxes or
51 assessments; general real estate taxes for the year 19 92 and subsequent years; the mortgage or trust deed set forth in paragraph 3
52 and/or Rider 708. Seller represents that the 1992 general real estate taxes are \$ 7.00

53 5. Closing or escrow payout shall be on NOV 3, 19 93 (except as provided in paragraph 3 c above), provided title
54 has been shown to be good or is accepted by Purchaser, at the office of Purchaser's mortgagee or at ATTORNEY OFFICE

55 6. Seller agrees to surrender possession of said premises on or before AT CLOSING, provided this sale has been closed.
56 (a) Use and Occupancy. At closing, Seller shall pay to Purchaser \$ _____ for use and occupancy, commencing
57 on the first day after closing up to and including the date possession is to be surrendered, or on a monthly basis, whichever period is
58 shorter. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered.

59 (b) Possession Escrow. At closing, Seller shall deposit with escrowee designated in paragraph 2 above a sum equal to 2% of the purchase price
60 to guarantee possession on or before date set forth above, which sum shall be held from the net proceeds of the sale on escrowee form
61 of receipt. If Seller does not surrender possession as above, Seller shall pay to Purchaser in addition to the above use and occupancy,
62 the sum of 10% of said possession escrow per day up to and including day possession is surrendered to Purchaser plus any unpaid use
63 and occupancy to the date possession is surrendered, said amount(s) to be paid out of escrow and the balance, if any, to be turned over
64 to Seller and acceptance of payments by Purchaser shall not limit Purchaser's other legal remedies.

65 7. Seller will pay a Broker's commission per Listing Agreement.
66 Cooperating Broker/Buyer Broker
67 Listing Broker is C. J. HEISER & PORTO (STRIKE THROUGH ONE) if any, is: 300000000

68 B. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF.

69 SELLER'S NAME: _____ ADDRESS: _____

(Type or print name) (Social Security #) (City) (State) (Zip)
PURCHASER Raymond Cirillo ADDRESS 4831 N. Halsted
RAYMOND CIRILLO ETAL (City) (State) (Zip) CHI 761 60630

ACCEPTANCE OF CONTRACT BY SELLER
This 3RD day of OCTOBER, 19 93, I/We accept this contract and agree to perform
and convey title or cause title to be conveyed according to the terms of this contract.

SELLER GERALDINE ROSENBAU ADDRESS 1854 ENDICOTT CIRCLE
Geraldine Rosenbau (City) (State) (Zip) CARPENTERSVILLE IL 60110

(Type or print name) (Social Security #) (City) (State) (Zip)
SELLER _____ ADDRESS _____

(Type or print name) (City) (State) (Zip)



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1. Real estate taxes (based on most recent ascertainable taxes), rent, interest on existing mortgage, if any, water taxes and other proratable items shall be prorated to date of closing. If property herein is improved, but last available tax bill is on vacant land, parties hereto agree to prorate taxes when bill on improved property is available. Security deposits, if any, shall be paid to Purchaser at closing.
2. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
3. At least five days prior to closing date, Seller shall show to Purchaser or his agent evidence of merchantable title in the intended grantor: (a) by exhibiting owner's duplicate Certificate of Title or a certified copy thereof, subject to no other exceptions than those listed on the reverse side hereof, and a currently dated Special Tax Report issued by the Registrar of Titles, or (b) by delivering a Commitment For Title Insurance of a title insurance company bearing date on or subsequent to the date of the acceptance of this contract, in the amount of the purchase price subject to no other exceptions than those listed on the reverse side hereof and to general exceptions contained in said commitment. Delay in delivery by Seller of Commitment For Title Insurance due to delay by Purchaser's mortgagee in recording mortgage and bringing down title shall not be a default of this contract. Every Certificate of Title or Commitment For Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as therein shown. If evidence of title discloses other exceptions, Seller shall have thirty days from Seller's receipt of evidence of title to cure such exceptions and notify Purchaser accordingly, and as to those exceptions which may be removed at closing by payment of money, Seller may have same removed at closing by using the proceeds of sale in payment thereof. **IF THE PROPERTY IS REGISTERED IN THE TORRENS SYSTEM, AND THE PURCHASER'S MORTGAGEE REQUIRES TITLE INSURANCE, SAID TITLE INSURANCE WILL BE PAID BY SELLER.**
4. 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 when the notice is mailed. Notices may also be served by personal delivery, by mail-order, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of transmission.
5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but such refund shall not release Seller from Seller's obligation under this contract. If the termination is caused by Purchaser's fault, then, at the option of the Seller, and upon notice to Purchaser, the earnest money shall be forfeited and applied first to payment of Broker's commission and any expenses incurred, and the balance paid to Seller. In the event of default, escrowee may give written notice to Seller and Purchaser indicating escrowee's intended disposition of the earnest money. Seller and Purchaser hereby agree that if neither party objects, in writing, to the proposed disposition of the earnest money within thirty days after the date of mailing of said notice, escrowee shall proceed to dispose of the earnest money as previously indicated by the escrowee. If either Seller or Purchaser objects to the intended disposition within the aforementioned thirty day period, then the parties hereto agree that the escrowee may deposit earnest money, less costs, with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. The parties agree that escrowee may be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and do hereby agree to indemnify and hold escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such default claims and demands.
6. Seller warrants that no notice from any city, village or other governmental authority of a dwelling code violation which currently exists in the aforesaid premises has been issued and received by Seller or his agent. If a notice is received between date of acceptance of the contract and date of closing, Seller shall promptly notify Purchaser of such notice.
7. At the request of Seller or Purchaser evidenced by notice in writing to the other party at any time prior to the date for delivery of deed hereunder, this sale shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then furnished and in use by said 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 and the Broker shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Purchaser and Seller.
8. Prior to closing, Seller shall furnish a survey by a licensed land surveyor dated not more than six (6) months prior to date of acceptance hereof showing the present location of all improvements. If Purchaser or Purchaser's mortgagee desires a more recent or extensive survey, same shall be obtained at Purchaser's expense.
9. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth herein, and an ALTA form if required by Purchaser's mortgagee.
10. Right is reserved by either party to insert correct legal description at any time, without notice, when same is available.
11. Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of this sale.
12. Purchaser may place a mortgage on this property and apply proceeds of such mortgage to the purchase price.
13. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974, as amended, and the Illinois Responsible Property Transfer Act of 1988, as amended.
14. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by the Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by designated party in said ordinance.
15. Seller shall remove from premises by date of possession all debris and Seller's personal property not conveyed by Bill of Sale to Purchaser.
16. Seller agrees to surrender possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted.
17. Time is of the essence of this contract.
18. Wherever appropriate, the singular includes the plural and the masculine includes the feminine or the neuter.

19 RIDER D)

RECEIVED IN BAD CONDITION

9/22/2013

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TO: [Illegible]
FROM: [Illegible]
SUBJECT: [Illegible]
DATE: [Illegible]
[Illegible text]

Property of Cook County Clerk's Office



GERALDINE P. ROSEWAY
1854 ENDICOTT CIRCLE
CARPENTERSVILLE IL. 60110

9.525733

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