



CONTRACT TO PURCHASE REAL ESTATE

UNOFFICIAL COPY

Reg. No. _____

Reg. Date/Time _____

DATE 8-21-95

Presentation No. _____

Presentation Date/Time _____

05652354

Stephen White

Corinne A. Gosola

(SELLER)

(PURCHASER)

1181 S. Scoville, Oak Park, Ill. 60304

Legal description is not included herein at the time of execution the listing broker named herein is authorized to insert it thereafter.

- Existing Wall-to-wall carpeting, Dishwasher, Dryer, Window Treatments, Garbage Disposal, Window Air Conditioner, Oven/Range, Microwave, Ceiling Fans, Refrigerator, Washer, Fireplace Gas Log, Fireplace Screen & Equipment, Outdoor Shed

Other items included: _____

Items NOT included: _____

PURCHASE PRICE: \$98,000.00 BARNEST MONEY: \$1500.00

judgement note due 15 business days after date of acceptance

MORTGAGE CONTINGENCY: The parties hereto understand it is necessary for Purchaser to procure or have made available to him within 30 days after the date of acceptance hereof by Seller a commitment for a competitive mortgage loan of \$88,300.00

For such lesser sum as Purchaser accepts, with interest not to exceed 7 1/2% per annum, interest and principal payable monthly over a period of 30 years at the reasonable and usual loan commission and service charges. Seller shall allow inspections of the premises and furnish any pertinent information required by Purchaser's financing agency in reference to making the loan commitment.

PURCHASE MONEY MORTGAGE OR ARTICLES OF AGREEMENT: Purchaser will pay \$_____ and the balance by (strike one) Purchase money note and mortgage (Article of Agreement for deed) in the amount of \$_____

with interest at the rate of _____ per annum amortized over _____ years, payable monthly, the final payment due on the subsequent day of the subject property, with unlinked property taxes, with _____ monthly. Payments for taxes and insurance shall also be made monthly, if the parties cannot agree on the form of such instruments, the appropriate Chicago Title & Insurance Company form shall be used, or the Purchase Money Note and Mortgage or the Chicago Title & Insurance Company form shall be used for Articles of Agreement for Deed.

CLOSING: Closing shall be on Oct 25, 1995 or on such other date mutually agreed to by the parties hereto, provided the title has been shown good or accepted by Purchaser. At closing Seller shall execute and deliver to Purchaser or cause to be executed and delivered to Purchaser, a reasonable Warranty Deed with release of homestead rights (or other appropriate deed if title is in trust or in estate) or Articles of Agreement for such a deed if that portion of sub-paragraph (4) is applicable, subject only to the following: if any, general taxes for the year 1995 and all other taxes, the mortgage or trust deed set forth in sub-paragraph (4) or (5); special taxes or assessments not yet completed; building lines and building area; liquor restrictions of record; zoning and building ordinances; roads and highways, if any; private, public, and utility easements of record; party wall rights and appurtenances, if any; covenants, conditions and restrictions of record (none of which provide for reverter) if any; leases without purchase or renewal options, if any, expiring _____

POSSESSION: Seller is to vacate, surrender and deliver possession of these premises to Purchaser on or before closing for each day which he uses or occupies the premises after date of delivery of deed until date specified for possession.

POSSESSION ESCROW: At time of closing, Seller shall deposit with _____ as escrowee, the sum of 2% of purchase price to guarantee that possession of the premises will be delivered to Purchaser on or before the date specified above. If possession is not so delivered to the Purchaser, the escrowee shall pay to the Purchaser on or before the date specified above the sum of \$200.00 for each day thereafter that possession is withheld from the Purchaser. The escrowee shall deduct from the escrow possession deposit all charges provided for in paragraphs 3 and 4 herein and pay said charges to the Purchaser. The escrowee shall pay the balance of the escrow deposit, if any, to the Seller. Any such payment to the Purchaser shall not prejudice his right to take action at law to secure possession of premises. Possession shall be deemed given when Seller has vacated the premises and delivered the keys to the same to Purchaser or to the brokers.

TIME LIMITATION: Seller shall have _____ days from the date, as above written, of this Contract to Prepare Real Estate to accept this offer and if Seller fails to accept this offer within the time specified herein this offer, at the option of Purchaser, shall be null and void and earnest money deposited shall be returned to Purchaser. One copy of this contract, and the earnest money shall be held by _____ for the mutual benefit of the parties hereto. This contract has been executed by the Purchaser and a copy, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within _____ days from the date of acceptance by Seller, otherwise, at the Purchaser's option, this contract shall be null and void and the earnest money refunded to the Purchaser.

CLOSING LOCATION: This sale shall be closed at Purchaser's financing agency or office of _____ or at election of Purchaser or Seller, at least ten days before closing date, in escrow at _____ with the deed and money escrowed to be equally divided between Purchaser and Seller and all deposits in escrow to be made within 10 days after the escrow is opened and possession shall not be given until all deposits are made in escrow.

PROVISIONS: Real Estate Taxes (based on 105% of the most recent ascertainable taxes); insurance premiums on policies accepted by Purchaser, rent, if any, and other movable items shall be prorated to date of closing. Fuel, water and sewer charges and all utilities shall be paid by Seller to date of possession. Insurance policies accepted by Purchaser and leases, if any, shall be assigned to and delivered to Purchaser at closing.

COMMISSION: Seller shall pay the Broker's commission to the amount set forth in the listing agreement to _____ by the Multiple Listing Service Multiple Listing Service. PURCHASER ACKNOWLEDGES AND UNDERTAKES THAT THE BROKER'S REPRESENTATION IN THIS AGREEMENT AND THE AGENT'S OBLIGATION TO SELLER AND AS SUCH, SHALL BE COMPENSATED BY SELLER.

CONDITIONS AND RIDERS: This contract is subject to the conditions set forth on the back page hereof and rider(s) No. A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ

THIS IS A LEGALLY BINDING CONTRACT UPON ALL PARTIES. IF NOT UNDERSTOOD PLEASE SEEK LEGAL ADVICE BEFORE SIGNING.

PURCHASER Corinne A. Gosola
ADDRESS 122 N. Taylor Ave. Oak Park 60302
SOCIAL SECURITY # 297-64-5168
DATE 26 DAY OF August 19 95
SELLER Stephen White
ADDRESS 1181 S. Scoville Oak Park
SOCIAL SECURITY # 332 56 1210

PURCHASER
ADDRESS
SOCIAL SECURITY #
SELLER
ADDRESS
SOCIAL SECURITY #

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CONDITIONS

- (1) At least five (5) days prior to closing date Seller shall show to Purchaser or his agent, evidence of merchantable title in Seller (a) by exhibiting Registrar's Certificate of Title or a certified copy thereof, and a currently dated Special Tax Report, and a Title Insurance Policy as described in (b) herein if required by Purchaser's financing agency or (b) by delivering a Title Insurance Policy or Commitment for an Owner's Title Insurance Policy issued by a Title Insurance Company licensed to operate in the State of Illinois, bearing date on or subsequent to the date of the acceptance hereof in the amount of the purchase price subject only to items herein listed and usual stock objections. Delay in delivery by Seller of Commitment for an Owner's Title Insurance Policy due to delay by Purchaser's mortgagee in recording mortgage and bringing down title shall not be default of this paragraph. Every Certificate of Title, Title Insurance Policy or Commitment for an Owner's Title Insurance policy furnished by the Seller hereunder shall be conclusive evidence of good title as therein shown, subject only to the exceptions therein stated. If evidence of title discloses other defects, Seller shall have thirty (30) additional days to cure such defects and notify Purchaser, but Purchaser may take the title with other defects (with the right to deduct from the purchase price liens and encumbrances for a definite or ascertainable amount) by notifying Seller and tendering performance. Unless Purchaser makes this election within ten (10) days after receiving written notice from Seller of the inability of Seller to cure such defects, this contract shall, without further notice by either party, become null and void. If this contract is terminated except for Purchaser's default, earnest money shall be refunded. If Purchaser defaults hereunder then, at the option of Seller, the earnest money shall be forfeited as liquidated damages and applied as set out herein and this contract shall be null and void.
- (2) In the event of default by Purchaser, the earnest money, less the expenses and commission of the listing broker shall be paid to the Seller. If Seller defaults, the earnest money, at the option of Purchaser, shall be refunded to Purchaser, but such refunding shall not release Seller from the obligation of this Contract. In the event of any default, escrowee shall 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 (30) days after the date of mailing of said notice that escrowee shall proceed to dispose of the earnest money as previously indicated by the escrowee. If either Seller or Buyer objects to the intended disposition within the aforementioned thirty (30) day period then the parties hereto agree that the escrowee may deposit 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.
- (3) Seller warrants that no notice of a dwelling code violation that has not been corrected and which existed in the dwelling structure or property described in this contract before this contract was executed had been issued and received by the Seller or his agent from any city, village or other governmental authority.
- (4) Seller shall provide any Certificate of Inspection required by local ordinance, without violations, prior to delivery of deed, except as otherwise provided for herein.
- (5) The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
- (6) GENERAL CONDITIONS
 - (a) If prior to closing, improvements on said premises shall be destroyed or materially damaged by fire or other casualty, this contract, at the option of the Purchaser, shall become null and void.
 - (b) All notices required to be given under this Contract shall be construed to be given written notice by or on behalf of the party giving the same, and the same may be served upon the other party or his agent personally or by Certified or Registered Mail, return receipt requested, to the party at the address set forth herein or to the agent at the agent's customary place of business or residence.
 - (c) Seller's existing mortgage and other lien indebtedness may be paid at closing out of sale proceeds.
 - (d) Purchaser may place a mortgage on this property and apply proceeds on the purchase. In the event Purchaser's financing agency or agent assumes obligation of ordering title examination, Seller shall not be considered in default for failure to show evidence of merchantable title without twenty (20) days' prior notice to do so.
 - (e) Time is of the essence of this contract. Date hereof is date of acceptance by the Seller.
 - (f) At the time of closing Seller shall execute and deliver the following:
 - (1) Deed as provided herein.
 - (2) An affidavit of title in form customarily used covering the period of time from the date of Commitment for Owner's Title Insurance policy to the date of closing.
 - (3) An ALTA form, if required by the lending institution or title company.
 - (4) Any certificate required by local ordinance or the Recorder of Deeds or Registrar of Titles for the recording or registering of the deed.
 - (5) If this sale involves property which is a non-conforming use under zoning and building laws and ordinances, Seller shall furnish a certificate permitting such non-conforming use.
 - (g) Seller shall pay the amount of any stamp tax imposed by State law on the transfer of title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, 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 party determined to be responsible for payment in said local ordinance.
 - (h) Seller shall deliver possession of premises in the same condition existing at time of execution of this contract, normal wear and tear excepted.
 - (i) Seller shall allow inspection of premises immediately prior to closing.
 - (j) Seller shall remove all debris from premises at Seller's expense by date of possession.
 - (k) If paragraph 3(b) is made a part of this contract, this contract is contingent upon Seller's acceptance of a written credit report prepared by a licensed credit bureau on Purchaser satisfactory to Seller, to be furnished by Purchaser to Seller, at Purchaser's sole expense within ten (10) days of Seller's acceptance of this contract. If Purchaser's credit report is not satisfactory to Seller, Seller shall so advise Purchaser in writing within twenty-four (24) hours of Seller's receipt of said credit report and this contract shall thereupon be null and void and all monies paid by Purchaser shall be refunded to him.
 - (l) If the subject property is a condominium, Seller shall provide Purchaser with all pertinent condominium documents and the provisions of the Illinois Condominium Property Act shall be applicable to this contract.
 - (m) Five days prior to closing, Seller will furnish a current survey (dated within 6 months of closing) by a licensed land surveyor showing the present location of all the improvements on the property described herein to be within the property lines and showing no encroachment of improvements from adjoining properties (if condominium, Seller will furnish a copy of survey filed with the Declaration of Condominium).

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EDWARD J. ROSEWELL COOK COUNTY TREASURER
09/26/95 Receipt : 95272 Employee : GARY Page : 1

P I N : 16-18-426-031-0000 Volume : 000145

Address : 1181 S SCOVILLE AV/OAK PARK, IL 603042139

Name : WHITE STEVE

Mailing : 1181 S SCOVILLE AV/OAK PARK, IL 603042140

Legal Description :

Sub-Division Name : SOUTH RIDGELAND SUB PT 676 JARVIS SUB

Legal : SOUTH RIDGELAND, A SUB OF PART OF LOT 6 IN R F JARVIS SUB (SEE A)
REC DATE: 03/22/1950 DOC NO: 14760222 DOC NO: T1287327

ST-TN-RG BLOCK PT LOT
18-39-13 0000134

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Attorney Joyce Gradel
115 S. MARION
OAK PARK IL. 60302

95652354

DEPT-01 RECORDING \$25.00
T#5555 TRAN 8080 09/26/95 14:56:00
#9875 B J *-95-652354
COOK COUNTY RECORDER
DEPT-10 PENALTY \$22.00

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