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State of Illinois )  
                          ) SS.  
County of Cook    )

COOK COUNTY  
RECORDER  
JESSE WHITE  
BRIDGEVIEW OFFICE  
10/21/95

\*\*1991\*\*  
RECORDING # 25.00  
MAIL # 0.50  
95659307 #  
0075 MCH 15:46

## AFFIDAVIT 95659307

I, OSCAR MONTES, being first duly sworn, on oath deposes and states as follows:

1. That I signed a contract for the purchase of 2006 Walnut Street, Blue Island, Illinois, a copy of which is attached as Exhibit "A", and placed \$2,500 earnest money with ReMax First Realtors;

2. That the property is legally described as follows:

That part of Lots 32, 33 and 34 lying Southeasterly of right-of-way of Blue Island Railroad in O. W. Bourke's Subdivision of that part of the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 37 North, Range 14 East of the Third Principal Meridian lying East of Chicago, Rock Island and Pacific Railroad right-of-way main line, in Cook County, Illinois.

PIN#25-31-111-014 and 015  
Commonly known as: 2006 Walnut Street, Blue Island, IL 60406

and Beverly Trust Company, under Trust No. 8-9304, is in title.

FURTHER, AFFIANT SAYETH NOT.  
95659307

*Oscar Montes*

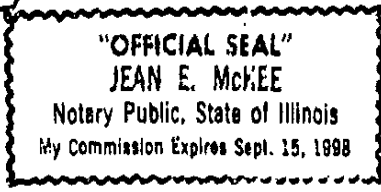
OSCAR MONTES

THIS DOCUMENT PREPARED BY  
MATHIAS M. MATTERN  
ATTORNEY AT LAW  
8048 West 111th Street  
Chicago, Illinois 60655



SUBSCRIBED AND SWORN TO  
before me this 20 day of August, 1995.

*Jean E. McKee*  
NOTARY PUBLIC



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FORM APPROVED BY THE SOUTHWEST BAP ASSOCIATION AND  
FORM APPROVED BY THE SOUTHWEST SUBURBAN ASSOCIATION OF REALTORS



SELLER: Owner of Record  Single Family  
 ADDRESS: 3006 Walnut Blue Island  Multi-Family  
 BUYER: Oscar, Maria Martin  Townhouse  
 ADDRESS: 1917 York Blue Island 60406  Condominium  
 Vacant Lot (incl. lot)

Buyer hereby agrees to purchase and Seller agrees to sell the following described real estate, on the terms and conditions herein set forth.

### DESCRIPTION OF PROPERTY: LEGAL DESCRIPTION (Permission to attach hereto at any time hereafter)

STREET ADDRESS: 3006 Walnut Street Blue Island 60406  
(Include "Unit Number" if condominium or townhouse) (City) (State)

LOT SIZE: APPROXIMATELY 100' x 100' x 100' x 100' feet.

IMPROVED WITH 2 Unit Apartment Building

together with all improvements attached to and forming a part of premises, for which owner shall deliver a Bill of Sale at time of delivery of Deed; existing heating, plumbing, electrical lighting fixtures; storm windows, storm doors and screens, if any; drapery rods, curtain rods, if any; fencing, if any; attached air conditioning, if any; attached outside antenna, if any; and specifically including the following items of personal property now on the premises:

Refrigerator, Range & Dishwasher  
Washing Machine & Dryer  
OR Light fixture doesn't stay

### PRICE AND TERMS:

PURCHASE PRICE 110,000

EARNEST MONEY DEPOSIT 2,500  
in form of (cash) (personal check) (cashier's check) (judgment note due)

BALANCE DUE AT CLOSING 107,500

FINANCING: 107,500

This contract is contingent upon Buyer securing within 45 days of acceptance hereof a written mortgage commitment on the real estate herein in the amount of \$ 107,500 or such lesser sum as Buyer accepts, with the interest rate to accrue at 9 % per year, to be amortized over 30 years, the combined obligation of principal and interest for such loan not to exceed 20 % plus loan processing fees, if any. Buyer shall make written application for such loan within 10 days from date of acceptance of contract, shall cooperate with the lender in supplying all necessary information and documentation, and shall diligently attempt to obtain the mortgage described herein. In the event Buyer is unable to secure such loan commitment, Buyer shall provide written notice of same to Seller or Seller's attorney. Seller may, at its option, within an equal number of additional days, procure for Buyer such a commitment, or notify Buyer that Seller will accept a purchase money mortgage upon the same terms. In the event neither Buyer or Seller secures such loan commitment as herein provided within the time allowed, then this contract shall become null and void and all earnest money shall be returned to Buyer. Buyer shall be allowed to have a Mortgage or Trust Deed placed on record prior to closing, but any delays caused thereby shall not constitute a default by the Seller. Seller must allow reasonable inspection of the premises by Buyer's financing agent. Unless a contingent upon sale/closing provision is attached and made part of this contract, Buyer represents that their ability to obtain financing is not subject to the sale, closing or rental of any other real estate. Buyer will be deemed to be in default if they obtain a loan commitment conditioned upon the sale, closing or rental of other real estate, and fail to close this transaction as agreed.

### CLOSING:

The closing shall be on or before July 25 at the office of Buyer's lender, or Designated place.

### POSSESSION: (select one applicable option)

Seller shall deliver possession to the Buyer at closing.

Seller shall deliver possession to Buyer within 10 days from date of closing. Seller agrees to pay Buyer for use and occupancy the sum of \$ 15.00 per day for each day after closing that Seller retains possession. Seller shall be responsible for heat, utilities and maintenance expenses during said period, and shall deliver possession of the real estate in the same condition as it is in on the date of closing. Should Seller fail to deliver possession to Buyer as agreed, Seller shall pay to Buyer beginning on the 11 day after closing the sum of \$ 30.00 per day until possession is delivered to the Buyer.

29  
12.5  
30

Seller shall deposit the sum of \$ 500.00 in escrow with Rajmax 1st as Escrowee, at the time of closing and any monies due the Buyer for Seller's use and occupancy hereunder shall be paid to the Buyer from this deposit and the balance, if any, refunded to the Seller. Possession shall be deemed delivered to the Buyer when Seller has vacated the premises and delivered the keys to the Buyer or the Escrowee. Escrow money shall be limited to delivery of possession. Funds held pursuant to this paragraph shall be used only to satisfy claims made under this section exclusively.

### TITLE EVIDENCE:

Seller, at their expense, shall furnish not less than five days prior to closing, a title commitment for an Owners Title Insurance Policy issued by an Illinois (licensed Title Company in the amount of the purchase price to cover date hereof showing title in the intended grantor subject only to (a) the general exceptions contained in the title policy where the subject property qualifies thereunder as a residential parcel; (b) the title exceptions set forth below; and (c) title exceptions pertaining to liens or encumbrances which have been assumed by the Buyer under the terms hereof or which the Seller has agreed to remove at closing from the proceeds hereunder. Any delay in delivery of the title commitment to the Buyer, their agent or their lending agency, shall extend the time for delivery thereof by the Seller by such period of delay. If the commitment discloses exceptions not provided for herein, Seller shall have until closing to remove said exceptions or to acquire title insurance said unpermitted exceptions. If Seller fails to remove said exceptions or obtain additional insurance within the time stated herein, Buyer to terminate this Contract and all monies paid by the Buyer shall be refunded.

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Seller shall convey, or cause to be conveyed, title to the Buyer by warranty deed with release of nonesolvent rights (or by other appropriate deed if title is in trust or an estate) subject to (a) general taxes not due and payable at the time of closing; (b) building lines and building laws and ordinances; (c) zoning laws and ordinances, but only if the present use of the property is in compliance therewith or is a legal non conforming use; (d) visible public and private roads and highways, (e) easements for public utilities which do not encroach the improvements on the property; (f) other covenants and restrictions of record which are not violated by the existing improvements upon the property; (g) party wall rights and agreements.

PRORATION

The following items, if applicable, shall be prorated as of the date of closing: (a) insurance premiums; (b) general taxes; (c) rents and security deposits; (d) interest on mortgages indebtedness assumed, (e) water taxes; (f) fuel; (g) prepaid service contracts. Proration of general taxes shall be on the basis of the last ascertainable bill. If said bill is based on parcel assessment or on an unimproved basis for improved property, a written agreement for final proration when the complete assessment information is available from the County Assessor shall be signed at closing by the parties hereto.

DAMAGE BY CASUALTY BEFORE CLOSING:

If the improvements on the property shall be destroyed or materially damaged by fire or other casualty prior to closing, the provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall apply.

SURVEY:

Seller at their expense, shall furnish to Buyer a current spotted survey (not more than 6 months old) under certification by an Illinois Licensed Land Surveyor showing the location of the building and improvements on subject property to be within the lot lines and not encroaching over any setback line or easement, and showing no encroachments of buildings or other improvements from adjoining properties. In the event said survey discloses encroachments, violations of easements or other violations, these encroachments and/or violations must be insured over for Buyer at Seller's expense.

BROKER:

Seller agrees to pay the broker's fees due Remax First in the amount set forth in the broker's listing contract.

Cooperating Broker: Earl Realty of Chicago  
(Broker or Company name only)

ATTORNEYS: Seller's Attorney: \_\_\_\_\_

Buyer's Attorney: Ed Starling  
708 849-3700

PERFORMANCE/DEFAULT:

The earnest money and this contract shall be held by Remax First (escrowee) for the benefit of the parties hereto, and applied to the purchase price at closing.

If Buyer defaults, all earnest money shall be forfeited to Seller, subject to Seller's obligations under any real estate listing agreement, provided, however, that such forfeiture shall not be the exclusive remedy of Seller, and Seller shall retain said forfeited earnest money without prejudice to any other remedy Seller has at law or in equity. If Seller defaults, the earnest money, at the option of the Buyer, shall be refunded to Buyer, but such refund shall not release Seller from their obligations under the contract in any way and/or restrict the right of the Buyer to pursue other legal or equitable remedies. In the event of any default or nonperformance by either of the parties, and should there be no agreement by the parties as to the disposition of the earnest money, escrowee may give written notice to all parties of escrowee's intention to file, thirty (30) days thereafter, an action with the appropriate Circuit Court in the name of an interpleader for the purpose of depositing the earnest money with the Clerk of the Circuit Court. The Escrowee shall be reimbursed from the earnest money for all costs of court related to the filing of the interpleader action.

MEDIATION:

All disputes or claims between the Seller and Purchaser which arise subsequent to closing of this transaction may be submitted for settlement and resolution to mediation, under the Commercial Mediation Rules of the American Arbitration Association. The party submitting the action to mediation shall pay the costs of mediation, however, any party who obtains legal representation shall pay their own attorney's fees. The mediation conference shall be scheduled at the offices of the American Arbitration Association in Chicago, Illinois.

GENERAL CONDITIONS AND STIPULATIONS:

- (a) Both Seller and Buyer agree to execute all documents and provide all information necessary to enable any lender to issue a commitment for mortgage or trust deed and to close this sale.
- (b) Seller warrants that as of the date hereof neither they nor their agent has received any notice issued by any city, village or other government authority of a building code violation concerning the subject property which will not be cured by date of closing.
- (c) All notices herein required shall be in writing and served upon the parties at the addresses shown on this contract or upon the attorney for such party. In the event the name and address of the Seller or the attorney for the Seller is unknown, written notice may be served upon the listing broker or agent for such Seller. Facsimile transmission of any offer, acceptance, notice or other herein provided to the parties, their broker or attorney, shall constitute sufficient notice or acceptance. Original documents shall be forwarded in all instances within three business days of such notice.
- (d) Seller agrees to arrange to leave the subject property in broom clean condition. All refuse and personal property not to be conveyed to Buyer shall be removed from the property at Seller's expense before the date of Buyer's occupancy.
- (e) Prior to closing, Buyer shall have the right to enter into and inspect the premises.
- (f) Buyer agrees to purchase flood insurance, if required by lender.

This contract and riders numbered \_\_\_\_\_, attached hereto and incorporated herein, shall be executed and one copy thereof delivered to Seller and one copy delivered to Buyer.

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING.

BUYER(S): Osver Montez

SELLER(S): Daniel Labriola

BUYER(S): Walter C. Montez

SELLER(S): \_\_\_\_\_

DATED: 6-16-95

DATED: 6-11-95

DATE OF ACCEPTANCE: \_\_\_\_\_

(This date shall be inserted only after all parties have agreed to all the terms and conditions of this Contract)

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