STATE OF ILLINOIS)
)
COUNTY OF C O O K)

DEPT-01 RECORDING $23.50
T#0003 TRAN 5622 10/13/95 12:59:00
#8204 # FB *-95-699610
COOK COUNTY RECORDER
DEPT-10 PENALTY $20.00

95699610

# NOTICE OF FILING OF RECORD

PLEASE TAKE NOTICE THAT THE UNDERSIGNED, as attorney for BERNARD BERRY and NICHOLAS PATETE, this 13th day of October, 1995, did hereby filed with the RECORDER OF DEEDS OF COOK COUNTY, the attached REAL ESTATE SALES CONTRACT, affecting the following described Real Property, situated in the City of Chicago, County of Cook, State of Illinois, as follows:

Lots 99 and 100 in Thompson and William Subdivision of Block 26 of Canal Trustee's Subdivision of the West 1/2 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian (except the Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4)

Permanent Index Numbers: Lot 99 17-05-329-025
Lot 100 17-05-329-024

Common Address: 1256-1258 West Chicago Avenue
Chicago, Illinois

Attorney for Bernard Berry and Nicholas Patete

I, KERRY LAMAR a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that LLOYD M. SONENTHAL, Attorney for Bernard Berry and Nicholas Patete personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntarily act, for the uses and purposes therein set forth.

**GIVEN** under my hand and official seal, this 13 day of October, 1995

95699610

Kerry Lamar
Notary Public

Commission Expires

OFFICIAL SEAL
KERRY LAMAR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/12/99

Return to: Lloyd M. Sonenthal, Ltd.
Attorneys at Law
One North La Salle Street, Suite 2455
Chicago, Illinois 60602

23 50
20
43 50

TO: OWNER OF RECORD SELLER Date MARCH 9 1995

I/We offer to purchase the property known as: 1256/1258 W. CHICAGO AVE CHICAGO IL 60622
(Address) (City) (State) (Zip)
lot approximately 122.5 X 47.6 feet, together with improvements thereon, including the following, if any, now on premises belonging to Seller, for which a Bill of Sale is to be given: screens; storm windows and doors; shades; radiator covers; heating, central cooling, ventilating, lighting and plumbing fixtures; stairhall carpeting; boiler room tools; 0 unit air conditioners; 0 refrigerators; 0 ranges; and also

1. Purchase price $ 200,000 .

2. Initial earnest money $ 1,000 , in the form of PROMISSORY NOTE shall be held by COLDWELL BANKER to be increased to 5% of purchase price within 30 DAYS AFTER RECEIVING 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 [illegible] . Earnest money shall be deposited by COLDWELL BANKER 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 original of this contract shall be held by Listing Broker.

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

(a) Cash, Cashier's Check or Certified Check, or Any Combination Thereof.

(b) Assumption of Existing Mortgage (See Rider 705, if Applicable.) PLANNING/ZONING APPROVALS

(c) Mortgage Contingency. This contract is contingent upon Purchaser securing within 45 days after acceptance hereof a commitment for a fixed rate mortgage, or an adjustable rate mortgage permitted to be made by U.S. or Illinois savings and loan associations or banks, for $ TO BE DETERMINED , the interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed PREVAILING % per annum, amortized over [illegible] years, payable monthly, loan fee not to exceed [illegible] %, plus appraisal and credit report fee, if any. If said mortgage has a balloon payment, it shall be due no sooner than N/A years. Purchaser shall pay for private mortgage insurance if required by lending institution. If Purchaser does not obtain such commitment, Purchaser shall notify Seller in writing within said number of days. If Seller is not so notified, it shall be conclusively presumed that Purchaser has secured such commitment or will purchase said property without mortgage financing. If Seller is so notified, Seller may within an equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and shall have the option of extending the closing date up to the same number of days. Said commitment may be given by Seller as well as a third party. Purchaser shall furnish all requested credit information, sign customary documents relating to the application and securing of such commitment, and pay one application fee as directed by Seller. If Purchaser notifies Seller as above provided, and neither Purchaser, Seller nor Broker secures such commitment as above provided, this contract shall be null and void and all earnest money shall be returned to Purchaser, and Seller shall not be liable for any sales commission.

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

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

4. At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed with release of homestead rights (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement for such a deed if that portion of subparagraph 3(d) is applicable, subject only to the following, if any: covenants, conditions and restrictions of record; private, public and utility easements; roads and highways; party wall rights and agreements; existing leases and tenancies; special taxes or assessments for improvements not yet completed; unconfirmed special taxes or assessments; general taxes for the year 19 ____ and subsequent years; the mortgage or trust deed set forth in paragraph 3 and/or Rider 705.

5. Seller represents and warrants that:

(a) existing leases, if any, are to be assigned to Purchaser at closing, none of which expire later than ____ 19 ____ , and said existing leases have no option to renew, cancel or purchase; (b) the present monthly gross rental income is $ ____ ; (c) the 19 ____ general real estate taxes are $ ____ .

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

7. Seller agrees to surrender possession of the premises herein occupied by him on or before ____ provided this sale has been closed.

(a) Use and Occupancy. At closing, Seller shall pay to Purchaser $ N/A per day for the use and occupancy commencing the first day after closing up to and including the date possession is to be surrendered, or on a monthly basis, whichever period is shorter. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered.

(b) Possession Escrow. At closing, Seller shall deposit with escrowee designated in paragraph 2 above the sum of $ ____ to guarantee possession on or before date set forth above, which sum shall be held from the net proceeds of the sale on escrowee's form of receipt. If Seller does not surrender possession as above, Seller shall pay to Purchaser in addition to the above use and occupancy, the sum of 10% of said possession escrow per day up to and including day possession is surrendered to Purchaser plus any unpaid use 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 to Seller; and acceptance of payments by Purchaser shall not limit Purchaser's other legal remedies.

8. Seller will pay a Broker's commission per Listing Agreement.

Listing Broker is: COLDWELL BANKER . ~~Cooperating Broker~~/Buyer Broker (STRIKE THROUGH ONE) if any, is: COLDWELL BANKER

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

OR A JOINT VENTURE BETWEEN MOSES NEWS
PURCHASER MOSES NEWS BOBBY & PATETE ADDRESS BOBBY & PATETE TO BE FORMED UPON PLANNING/ZONING APPROVAL 1.3 ZONING FOR [illegible] OF 6 TOWNHOUSE OF THE SUBJECT PROPERTY
(Type or print name) (Social Security #) (City) (State) (Zip) 95693610
PURCHASER [signature] ADDRESS
(Type or print name) (City) (State) (Zip)

ACCEPTANCE OF CONTRACT BY SELLER

This ____ day of ____ 19 ____ . 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 JOHN NEWS ADDRESS 6740 N. [illegible]
CHICAGO IL 60
(Type or print name) (Social Security #) (City) (State) (Zip)
SELLER [signature] ADDRESS
(Type or print name) (City) (State) (Zip)

Revised 1/90