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DATED August 13, 1994

THE TERRACES ON LA SALLE CONDOMINIUM PURCHASE AGREEMENT

SELLER: American National Bank and Trust Company of Chicago, not individually, but as Trustee under a Trust Agreement dated May 5, 1994 and known as Trust No. RV-012388, by its sole beneficiary: Burton Southern Joint Venture, an Illinois joint venture.

PURCHASER:

A. Cindy Bastounes

ADDRESS: 465 North Wabash
Chicago, Illinois 60611

SOCIAL SECURITY NO:

338-52-6229

PURCHASER:

ADDRESS:

SOCIAL SECURITY NO:

ADDRESS: UNIT NO. 51 AND PARKING SPACE UNIT NO(S) 2
IN THE TERRACES ON LA SALLE CONDOMINIUM

THIS AGREEMENT CONTAINS A PROVISION FOR PURCHASER'S WAIVER OF IMPLIED WARRANTY OF HABITABILITY AS HEREINAFTER SET FORTH IN PARAGRAPH 12, TITLED LIMITED CONSTRUCTION WARRANTY. PURCHASER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A WAIVER OF IMPLIED WARRANTY OF HABITABILITY AS SET FORTH IN PARAGRAPH 12 (E) AND HEREBY AGREES TO ACCEPT AND TAKE SUBJECT TO SUCH WAIVER OF IMPLIED WARRANTY OF HABITABILITY. THIS AGREEMENT ALSO CONTAINS PROVISIONS FOR CLAIMS OF PURCHASER AS SET FORTH ABOVE IN PARAGRAPH 12 (F), TITLED CLAIM BY PURCHASER AGAINST SELLER. BY SIGNING THIS AGREEMENT, PURCHASER ACKNOWLEDGES ITS AGREEMENT TO ALL THE PROVISIONS OF PARAGRAPH 12.

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7. CONDOMINIUM DOCUMENTS: Prior to closing, Seller shall cause the Declaration to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois in accordance with the Illinois Condominium Property Act ("Act"). Prior to Purchaser's execution of this Agreement, a copy of the Declaration or proposed form thereof was or will be delivered to Purchaser, along with a copy of the By-Laws of the Association (the "By-Laws"), a projected operating budget prepared in accordance with the Act and the Municipal Code of Chicago (the "Code"), the floor plan of the Purchased Unit, the Property Report required by the Code including amendments. The Declaration, By-Laws, Property Report, Budget and proposed Articles of Incorporation of the Association are herein collectively called the "Condominium Documents". Seller reserves the right to amend the Condominium Documents prior to the Closing in its sole and absolute discretion, to the extent permitted by the Act and Code. This sale and Purchaser's title to the Unit Ownership are subject to the terms and conditions of the Act, Code and Condominium Documents. Purchaser agrees that from and after the Closing, he will comply with the provisions of the Condominium Documents, as they may be amended from time to time, and agrees to perform the obligations imposed upon Unit Owners thereunder.

8. CONVEYANCE: At Closing, Seller shall convey, or cause to be conveyed, to Purchaser title to the Unit Ownership by Trustee's Deed subject only to: (1) general real estate taxes not due and payable at the time of Closing; (2) the Act and Code; (3) the Condominium Documents, including all amendments and exhibits thereto; (4) applicable zoning and building laws and ordinances; (5) acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser; (6) easements, agreements, conditions, covenants and restrictions of record, if any; (7) leases and licenses affecting the Common Elements; and (8) liens and other matters of title over which the Title Insurer, as hereinafter defined, is willing to insure without cost to Purchaser. If Purchaser is husband and wife, title to the Unit Ownership shall be conveyed to said persons as joint tenants with rights of survivorship, and not as tenants in common, unless Purchaser shall otherwise direct Seller in writing within thirty (30) days after acceptance hereof by Seller. If Purchaser intends to hold title to the Purchased Unit in an Illinois land trust, or other title holding entity, then Purchaser shall so notify Seller in writing within thirty (30) days after acceptance hereof by Seller, identifying said entity to Seller's reasonable satisfaction.

9. MORTGAGE CONDITION: This Agreement is contingent upon the ability of Purchaser to secure within 45 days of acceptance hereof by Seller, a mortgage commitment for \$ 120,000.00 with interest at not more than 8.25 per annum, to be amortized over a period of 30 years with the service charge not to exceed

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8. If Purchaser is unable to obtain such commitment, Purchaser shall notify the Seller, in writing, within said time. If Seller is not so notified, it shall be conclusively presumed that Purchaser has secured such commitment or will purchase said Unit without mortgage financing. Purchaser agrees to timely furnish to the party(ies) processing Purchaser's application for securing a mortgage all documents reasonably necessary to obtain such commitment. Upon receipt of notice of Purchaser's inability to obtain mortgage financing, Seller may, at Seller's option, within 45 days of such notice, secure a written commitment from a lending institution or Seller for a loan to Purchaser upon the same terms. In such event, Purchaser agrees to promptly furnish all requested credit information, pay the Purchaser's customary closing charges and sign customary papers relating to the application and securing mortgage commitments and Seller shall pay all the application fees. If Purchaser notifies Seller as above provided, Seller shall notify Purchaser within 5 days after the date of delivery of Purchaser's notice to Seller of Seller's election to attempt to obtain financing for Purchaser. If Seller fails to notify Purchaser, then this contract shall be null and void and the earnest money returned to Purchaser. If Seller elects to obtain such financing for Purchaser, and Seller is successful in obtaining such written commitment for financing, Seller shall notify Purchaser of the written commitment for such financing within the time specified in this paragraph. If Seller fails to notify Purchaser within such additional time period, then this contract shall be null and void and all earnest money returned to Purchaser. **SHOULD PURCHASER RECEIVE A MORTGAGE COMMITMENT CONDITIONED UPON THE SALE AND/OR CLOSING OF PURCHASER'S EXISTING PROPERTY, SAID COMMITMENT SHALL SATISFY THE TERMS OF THE MORTGAGE CONTINGENCY PROVISION HEREIN.**

10. **PLANS:** Seller shall cause the Purchased Unit to be completed in substantial compliance with the Plans and Specifications which are available for inspection by the Purchaser at the offices of Seller during reasonable business hours. Concurrently with the execution of this Agreement, Seller has furnished to Purchaser a floor plan of the Purchased Unit, and it is understood and agreed that said floor plan represents only a graphic approximation of the scale and dimensions designated therein and that the construction is controlled by the aforesaid Construction Plans and Specifications. The completed Building and Purchased Unit may vary from both the floor plan and said Plans and Specifications to an extent consistent with the normal trade customs, practices and tolerances within the construction industry, and other Purchased Units may vary based on agreed changes by the Seller and Purchaser of other Units.

If, at the time of execution of the within Agreement, a model unit or any other displays have been available for the Purchaser's inspection, it is understood that the appliances, finishes, materials, decorative fixtures, trim, furnishings,

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decorating, floor and wall coverings, and all personal property which are located in any such model unit or displays are for illustrative and display purposes only and are not included in the Purchased Unit or within the stated purchase price except to the extent specifically designated herein.

11. SHORTAGES OF MATERIALS: In the event of the reasonable inability of the Seller to obtain certain materials without extra cost, Seller shall have the right to substitute other materials or brand names of similar quality, utility or color. The Seller reserves the right to make such changes in construction as may be required by material shortages, strikes, stoppages or other such emergency situations as may, in the Seller's reasonable judgment, require the same.

THE LIMITED CONSTRUCTION WARRANTY HEREAFTER SET FORTH IN THE FOLLOWING PARAGRAPH CONTAINS A PROVISION FOR PURCHASER'S WAIVER OF IMPLIED WARRANTY OF HABITABILITY.

12. LIMITED CONSTRUCTION WARRANTY: Seller warrants to the Purchaser that for a period of one (1) year from the date of the Closing of the within Agreement, by the payment of the purchase price and delivery of the deed, Seller will correct any defect(s) due to faulty construction and/or defective materials installed in the Purchased Unit brought to the Seller's attention, in writing, during said one (1) year period from the date of the Closing, except as otherwise provided and stated herein. ~~SELLER DOES NOT ASSUME RESPONSIBILITY FOR ANY SECONDARY OR CONSEQUENTIAL DAMAGE CAUSED BY DEFECT(S).~~ No steps taken by the Seller to correct defect(s) shall act to extend the warranty periods beyond the initial one (1) year term. This Warranty is applicable only to those matters warranted herein, and only if the noted defect(s) are reported in writing before the end of the warranty period. These terms apply to normal use and would not be applicable if a correction is requested after item(s) involved are modified by the Purchaser or the Association.

The within warranties are subject to the following specific exclusions and limitations:

A. INSPECTION PROCEDURE FOR PURCHASED UNITS:

Purchaser shall be entitled to a walk-through inspection approximately 5 days prior to Closing to ascertain that the unit is substantially completed according to Plans and Specifications. Should the inspection reveal items deemed unsatisfactory to the Purchaser, said items shall be listed by mutual agreement between Purchaser and Seller on a "Punch List". Said items shall be completed within a reasonable time period after Closing.

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B. WARRANTY EXCLUSIONS:

(i) LATENT DEFECTS. Correction of latent defect(s) (consisting of defect(s) which are (were) not apparent at the time of the pre-occupancy inspection) will be made within a reasonable time after the Seller is notified in writing during the warranty periods. No corrections will be made for the defect(s) (other than latent defect(s)) which are recorded on Seller's inspection reports or notices from the Association, or defects (latent or patent) first claimed or discovered after the expiration of the warranty periods.

(ii) CHIPS, SCRATCHES. All chips, scratches, or mars on such items as woodwork, kitchen cabinets, mirrors, walls, lighting fixtures, doors or kitchen appliances must be noted on the "Punch List" or they will not be covered under this warranty.

(iii) TILE AND GROUTING. Floor and wall tile grouting are covered for a period of sixty (60) days after Closing. Thereafter, the work required becomes the responsibility of the Purchaser.

(iv) ORDINARY WEAR AND TEAR, MISUSE AND NEGLECT. Warranty services are not available to correct the results of ordinary wear and tear, misuse or neglect, or failure to provide proper maintenance, and such service is not available if a correction is requested after items involved are modified by the Purchaser. Seller does not warrant any items which are installed pursuant to a direct contract or agreement between the Purchaser and any party other than the Seller.

(v) CONCRETE, WALKS, GARAGE FLOORS, DRIVEWAYS, STEPS, PATIOS, FOUNDATION, ETC. Seller does not warrant against cracking or scaling of the concrete flat work (which includes, but is not limited to sidewalks, patios, garage floors) or the reinforced concrete foundation walls. Cracks of foundation walls, if any, will be repaired only if infiltration of free water exists. Cracks may develop in concrete patios, walks, driveways, porches, basements, floors or foundations due to expanding and contracting of the soil on which the concrete is placed. There is no known way of completely eliminating these conditions and characteristics inherent to concrete.

(vi) BRICKWORK. Brick may discolor due to the elements, rain, run-off, weathering, or its innate materials, therefore, color, hardness and porosity of masonry and mortar is non-warrantable. Cracks may develop in mortar used for bonding bricks together due to shrinkage in either the mortar or the brick. This is a normal condition.

(vii) INTERIOR WALLS AND DOORS, DRYWALL. Seller does not warrant against the normal effects of settlement, expansion,

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(v) NO WARRANTY, GUARANTY OR UNDERTAKING EXPRESSED OR IMPLIED WITH RESPECT TO THE CONSTRUCTION OF THE BUILDING, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT SHALL BIND OR OBLIGATE THE SELLER.

E. WAIVER OF CLAIMS AND WAIVER OF WARRANTY OF HABITABILITY:

PURCHASER AGREES TO ACCEPT THE WARRANTY OF THE SELLER AS SET FORTH HEREIN AND AS AN INDUCEMENT THEREFOR, HEREBY WAIVES AND RELEASES ANY AND ALL CLAIMS OF ANY FORM OR NATURE WHATSOEVER IN CONNECTION WITH THIS TRANSACTION OR THE TERMS OF THIS AGREEMENT, WHICH PURCHASER NOW HAS OR AT ANY TIME MAY SUBSEQUENTLY HAVE AGAINST THE SELLER, OR THE OFFICERS, DIRECTORS, EMPLOYEES, SERVANTS AND AGENTS OF THE SELLER, BURTON SOUTHERN JOINT VENTURE AND ITS JOINT VENTURES INCLUDING BUT NOT LIMITED TO ANY WARRANTY, GUARANTY OR UNDERTAKING EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF HABITABILITY THAT THE UNIT AND THE COMMON ELEMENTS ARE SUITED FOR THE INTENDED USE BY PURCHASER. PURCHASER UNDERSTANDS AND AGREES THAT THE WAIVER AND RELEASE CONTAINED HEREIN WAIVES AND RELEASES ANY RIGHTS OF PURCHASER TO INSTITUTE LEGAL ACTION IN THE EVENT THE UNIT IS NOT CONSTRUCTED FOR PURCHASER'S INTENDED USE. THE PURCHASER HEREBY ACKNOWLEDGES THAT HE HAS READ THE FOREGOING WAIVER AND RELEASE OF CLAIMS INCLUDING THE IMPLIED WARRANTY OF HABITABILITY. See Rider

F. CLAIM BY PURCHASER AGAINST SELLER:

In the event of any claim by Purchaser reduced to judgment against Seller arising out of this Agreement, Seller, at its option, within two (2) months from any judgment entered against Seller, in lieu of paying said judgment may notify Purchaser and within thirty (30) days thereafter return to Purchaser the money Seller received pursuant to this Agreement plus Three (3%) per cent as liquidated damages in exchange for Purchaser's reconveyance to Seller of any interest which had been conveyed by Seller to Purchaser in the Purchased Unit, including possession, free and clear of any liens or encumbrances resulting from any action or omission of Purchaser or those claiming by, through or under Purchaser. Such payments shall be a complete release of any and all claims Purchaser may have against Seller.

PURCHASER(S) BY SIGNING THIS AGREEMENT BELOW ACKNOWLEDGE THEIR AGREEMENT TO ALL THE PROVISIONS OF THIS PARAGRAPH 12.

13. TITLE POLICY: As a condition precedent to disbursement of Purchaser's funds to Seller, Seller agrees to furnish before the date of the Closing as specified herein, an Owner's Preliminary Report of Title issued by First American Title Insurance Company in the amount of the Purchase Price, showing good title in the Grantor, subject to the matters to which this sale is subject by the terms of hereof, the usual objections

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contained in Owner's guarantee policies of such title insurance company (general exceptions #1-5 shall be deleted from the Owner's guarantee policy). Said Preliminary Report shall constitute conclusive evidence of the condition of title. In case the title, upon examination discloses any defects in title (other than such usual exceptions contained in owner's policies and the matters to which this sale is subject by the terms thereof, or matters which may be removed by the payment of money on the Closing by Seller using funds to be paid upon the delivery of the deed or obtaining extended title coverage), Seller shall, upon tendering such Preliminary Report to the Purchaser, have thirty (30) days after the date which such report bears, within which to cure such defects and to furnish such title insurance policy or a later report showing such defects cured or removed. If such defects in title are not cured within said thirty (30) days, this Agreement shall be terminated and become null and void, and the Purchaser's earnest money and interest shall be returned hereunder. Seller shall bear the title charges, customary charges to Seller by such title insurance company including title insurance in the amount of the Purchase Price including extended coverage; Purchaser shall bear any title charge customarily charged to the Purchaser by said title company, including the recording of the Purchaser's Deed and Mortgage and continuation of the title search to cover such recording in addition to charges for special ALTA form title policy and any charge for a Money Lender's Agreement and any other endorsements that may be requested by the Purchaser.

Seller shall deliver to the Purchaser on or before the date of Closing, an Affidavit of Title in customary form covering the date of the Closing and showing title in the Grantor subject to the matters which this sale is subject by the terms hereof.

14. CLOSING DATE: The date of Closing and delivery of possession ("Closing Date") shall be on ^{no later} ~~than 1/31/05~~ and shall be pursuant to a so-called Lender's Agency Closing at First American Title Insurance Company, 30 N. LaSalle Street, Chicago, Illinois 60602. The Closing Date may be extended by Seller for up to 150 days if substantial completion of the Purchased Unit is delayed for any reason. Seller shall serve notice on Purchaser on or before fourteen (14) days prior to the Closing Date that the Purchased Unit shall not be substantially completed on or before the Closing Date. Seller shall notify Purchaser of new closing date no less than 10 days prior to closing. In the event the Purchased Unit and the Parking Space is not substantially completed on or before such extended date, this Agreement shall be terminated, made null and void and Purchaser's earnest money and interest thereon shall be returned forthwith and Seller shall pay liquidated damages in the amount of \$10,000.00.

15. LIABILITY FOR RETURN OF EARNEST MONEY: If the Purchaser defaults under the terms of this Agreement, then, at the election of the Seller, the payments made by the Purchaser

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shall be forfeited as liquidated damages and this Agreement shall thereupon become null and void. If, for any reason whatsoever, Seller shall be unable to perform in accordance with the provision of this Agreement, its liability shall be limited to the return of any payments made by the Purchaser.

A failure of Purchaser to appear at the time and place stated in Paragraph 14 hereof to close the transaction shall be a Purchaser's default, and a tender of the Deed shall not be necessary in case of such default. The scheduled Closing Date shall be considered to be the firm Closing Date unless Purchaser otherwise receives notice as provided for herein. A failure to furnish to Seller and/or Mortgagee requested credit information and to execute customary papers relating to the application and securing the mortgage commitment pursuant to Paragraph 7 shall constitute a Purchaser's default. Time is of the essence of this Agreement.

16. TAX BILLS: General real estate taxes shall be prorated on the amount of the most recent ascertainable taxes. The most recent ascertainable taxes, depending on when this transaction is closed, may be represented by bills issued on an undivided basis against the entire property rather than each Purchased Unit. If such is the case, Purchaser's proration shall be on the basis of the Purchaser's unit's undivided percentage interest in the common elements. The Purchaser shall not be entitled to any reparation for any increase of taxes which may have been caused by the Purchaser's own improvements or occupancy (it shall be presumed that Purchaser's Unit has been assessed as fully improved from the date of Purchaser's occupancy) other than the normal increase in taxes attributable to a fully improved and occupied property. Seller agrees to pay all real estate taxes on unsold units as they become a lien on the property or unit.

17. OPERATING BUDGET: Concurrently with the execution of this Condominium Purchase Agreement, Seller has delivered to the Purchaser a projected operating budget for the maintenance and management of the Property. It is understood that the said budget has been established on the basis of the Seller's estimate and without the benefit of actual experience factors in the operation of this specific Property. Seller does not warrant nor represent the accuracy of the operating budget.

From and after the date of closing, Purchaser agrees to pay Purchaser's share of the operating expenses of the Property as provided in the Condominium Documents. Seller reserves the right to charge the Association for work performed by Seller or related entities which is contemplated as operating by the assessments prior to or after Seller has relinquished control of the Condominium Association.

18. SERVICE CONTACTS: Until such time as the Board of Managers are elected as provided for in the Declaration, Seller

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has and shall have the right to enter into contracts or leases including contracts for a period beyond the date of said election and upon such reasonable terms as the Seller shall deem appropriate to provide the Property with certain services, including, but not limited to, management, landscaping, snow removal, scavenger service, janitorial and garbage removal. The terms of any such contracts or leases shall be in compliance with the Act.

19. RISK OF LOSS: The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Agreement.

20. MISCELLANEOUS:

A) All prorations herein provided for are final unless otherwise provided for herein. Seller shall pay the amount of any State and County stamp tax on the transfer of the title (or give Purchaser a credit therefor) and shall furnish a completed real estate transfer declaration signed by the Seller or such other agent of Seller in the form customarily required pursuant to the Real Estate Transfer Act of the State of Illinois, and shall furnish any declaration signed by Seller or such other agent of the Seller, to meet any requirements established by the local ordinances with regard to transfer or transaction tax. Such tax required by the local ordinance shall be paid by the Purchaser.

B) Purchaser shall not assign, set over or transfer this Agreement or any of the Purchaser's right or interests hereunder without the prior written consent of the Seller.

C) Seller will pay Broker's commission to Rubloff, Inc. and CALDWELL BANKER in the total amount of 5 1/2% of the purchase price upon the Closing of this transaction. Purchasers represent and warrant that no other brokers except the foregoing were instrumental in submitting, showing or selling the unit to them.

D) Any and all notices required hereunder shall be in writing and shall be served by either party by mailing same by Certified Mail, Return Receipt Requested, postage prepaid, and notices shall be deemed to be served when mailed. For notice purposes, the address of Seller shall be c/o Seller's attorney, and the address of Purchaser is the address given on the front page of this Condominium Purchase Agreement until such time as this transaction is closed, and thereafter, the address of Purchaser shall be the address of the Purchased Unit.

For purposes of notice regarding the attorney's approval and mortgage contingency provisions contained herein, notice may also be given to either party in care of that party's attorney via

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facsimile, when sent during regular business hours, with a copy being sent via regular mail.

E) For the purpose of completing the sale promotion of this Condominium Development, Seller, its agents, successors and assigns, are hereby given full right and authority to maintain on the Property (excluding the subject unit) until the sale of the last unit, signs, transient parking, sales offices and model units, together with the rights of ingress and egress therefrom for Seller and any of Seller's agents, licensees, or invitees.

F) The parties are to make all disclosures and to otherwise fully comply with the Real Estate Settlement Procedures Act of 1974, as amended.

G) All amendments, supplements, or riders to this Agreement, if any, shall be in writing, and shall be executed thereon by the parties hereto.

H) Changes or additions must be paid for by Purchasers at the time they are ordered.

I) This Agreement shall be binding upon and inure to the benefit of the Seller, its successors and assigns and be binding upon and inure to the benefit of the Purchaser, its successors and executors, administrators and heirs.

J) This Contract is contingent upon the approval hereof as to form by the attorneys for Purchaser and Seller within 5 business days after Seller's acceptance of this Contract. Unless written notice of disapproval within the time period specified above, this contingency shall be deemed waived and this Contract will remain in full force and effect. If written notice of disapproval is given within the time period specified above, then this Contract shall be null and void and the earnest money shall be returned to the Purchaser. The notice of disapproval may be given by and delivered to either party or to their respective attorney.

K) This Agreement constitutes the entire Agreement between the parties. No representation, warranty, undertaking or promise whether oral or implied or otherwise shall be made by either party to the other unless expressly stated herein or mutually agreed by and between the parties hereto in writing.

L) PURCHASER HEREBY ACKNOWLEDGES THAT THIS UNIT IS NOT BEING SOLD BASED ON A PRICE PER SQUARE FOOT AND THAT ALL SKETCHES, DRAWINGS AND FIGURES GIVEN BY SELLER REGARDING SQUARE FOOTAGE ARE ONLY ESTIMATES AND MAY NOT BE ACCURATE. FURTHER, PURCHASER ACKNOWLEDGES HIS OR HER BEING INFORMED THAT THE CITY OF CHICAGO WILL PROBABLY REQUIRE YET UNKNOWN DESIGN MODIFICATIONS RESULTING IN A REDUCTION OF THE UNIT SQUARE FOOTAGE PUBLISHED BY

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SELLER AND RUBLOFF INC. AND A CORRESPONDING INCREASE IN THE SQUARE FOOTAGE OF CERTAIN COMMON ELEMENTS IN ORDER TO COMPLY WITH HANDICAPPED GOVERNMENTAL REQUIREMENTS. PURCHASER RECOGNIZES THAT SUCH MODIFICATIONS WILL NOT RESULT IN ANY ADJUSTMENT IN THE PRICE OF UNIT.

M) THIS AGREEMENT CONTAINS A PROVISION FOR PURCHASER'S WAIVER OF IMPLIED WARRANTY OF HABITABILITY AS SET FORTH ABOVE IN PARAGRAPH 12 (E), TITLED LIMITED CONSTRUCTION WARRANTY, AND PROVISIONS FOR CLAIMS OF PURCHASER AS SET FORTH ABOVE IN PARAGRAPH 12 (F), TITLED CLAIM BY PURCHASER AGAINST SELLER. PURCHASER ACKNOWLEDGES ITS AGREEMENT TO ALL THE PROVISIONS OF PARAGRAPH 12. See Rider

PURCHASERS:

[Signature]

DATE OF ACCEPTANCE: July 20, 1994

SELLER: American National Bank and Trust Company of Chicago, not individually, but as Trustee under a Trust Agreement dated May 5, 1994 and known as Trust No. RV-012388.

By its sole beneficiary,
BURTON SOUTHERN JOINT VENTURE

BY: BURTON/LASALLE DEVELOPMENT CO.,
an Illinois Corporation,
Joint Venturer

BY: [Signature]

ATTORNEY FOR SELLER:
SCOTT E. JENSEN
LEVINSON, MURRAY & JENSEN, P.C.
312 W. Randolph St., Suite 400
Chicago, IL 60606
(312) 263-5432
FAX (312) 263-5759

ATTORNEY FOR BUYER (if known):

See Attached

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RIDER TO CONTRACT FOR PURCHASE
DATED SEPTEMBER 20, 1994
UNIT NO. C-1, TERRACES ON LA SALLE CONDOMINIUM

A. In the event of a difference between the terms of the Contract and the terms of this Rider, the terms of this Rider shall control.

B. Paragraphs 12.B.(v), (vii) and (viii) are modified to restrict the limitations on the warranties to require that the Unit will be built within the normal levels of tolerance acceptable within the building trades.

C. Paragraph 12.E is deleted.

D. The limitations on remedies contained in Paragraphs 12.F and 15 are deleted.

E. The closing of this transaction shall be on January 31, 1995, or sooner by mutual agreement. Seller shall give seven days advance notice as to the closing date. Seller may extend the closing up to ninety days. If Seller delays the closing in excess of ninety days, Buyer shall have the right to void the contract, and receive the refund of all deposits. However, the right to void the contract shall not apply if the closing is delayed due to abnormally severe weather, strikes, shortages or unavailability of material or acts of Buyer.

F. Seller agrees that the Unit will be constructed in a quality workmanlike manner.

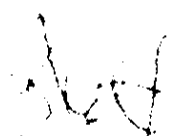
G. Seller agrees that the Unit will be constructed in substantial conformity with all building codes, environmental laws and ordinances, zoning codes, health codes and ordinances and public safety codes and ordinances.

H. To the best of the Seller's knowledge, the property is not affected by any special assessments, special taxing districts, tax increment financing districts, or any other taxes other than general real estate taxes.

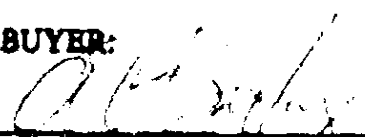
I. Seller agrees that the Property will be serviced with water, gas, electric and telephone services, all of which shall be hooked up with all connection fees customarily paid for by the developer paid prior to closing.

Dated: September 20, 1994

SELLER:



BUYER:



J. Buyer reserves the right to have a home inspection of the premises within seven days of written notification from the Seller that the premises are completed in a workmanlike manner. Seller shall have seven days in which to correct any deficiencies described in the report of the home inspection in a quality workmanlike manner. In the event that Seller fails to do so, this contract is null and void and all earnest money shall be returned to the Buyer.

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AMENDED EXTRAS AND CHANGES

1. Windows: as per original layout and additions:
 - a. Gallery entrance way, full height window according or consistent with other patio window designs shall be added;
 - b. Large glass block window at dining room plane on north side of unit shall be added;
 - c. Kitchen window approximately in same line or plane as repositioned island shall be added;
 - vd. Window or glass block in master bathroom to be agreed upon;
2. Counter Heights: Kitchen(40 1/2 inches) and two bathroom(41 inches) counters are to be built to custom height.
3. Kitchen:
 - a. Island placement according to agreement between purchaser and developer Enrico Plati and Bob Berry which includes recessed centered counter seat with knee space.
 - b. Island to include extended counter level for seating at front edge of island as per redesign;
 - c. Island will include electrical outlet and wiring for telephone installation and use;
 - d. Gooseneck hardware to assist handicapped person placed as close to the counter edge as possible shall be installed;
 - e. Upgraded ceramic kitchen sinks: one small vegetable sink with disposal at island and one regular sink with disposal at north cabinet under window sill adjacent to dishwasher shall be added (extra, price to be agreed upon);
 - f. Oven to be placed in appropriate cabinet at approximately eye level (extra, price to be agreed upon);
 - g. Counter tops are to be raised to the height of approximately 40 1/2 inches;
 - h. All appliances shall be white;
 - i. See window category for window changes.

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4. Dining Room:

- a. Delete floating small shelf. Seller to provide two eight inch plastic pipes to be installed with base or capital provided by purchaser.
- b. Add french doors with full hinge fold back capability (or alternative design agreed upon) pursuant to discussions with Enrico Plati and Bob Berry;
- c. Design, enlarged first step and painted risers and hardwood stairs shall be added at no charge;
- d. See window category for window changes.

5. Gallery Entrance Way:

- a. Powdered room door (half bath) shall open off gallery entrance rather than kitchen.
- b. See window category for changes.

6. Master Bathroom:

- a. Counters to be 41 inches high;
- b. Delete one sink basin and replace with seated counter;
- c. Window or glass block shall be added in master bathroom as agreed upon;
- d. Gooseneck hardware ("Grohe") to be substituted for stock hardware;
- e. Shower to include built in ceramic tile seat with ledge for foot rest;

7. Upstairs Second Bathroom:

- a. All counters to be 41 inch height.

8. Master Bedroom:

- a. Mirrored closet to be added to wall opposite bed wall (extra, price to added upon);

9. Den/Study:

- a. ~~Half wall~~ and doorway to be added to open edge to partially enclose the room at no charge, or price of french doors to be discussed and agreed upon as an extra option.

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10. Hardwood floors throughout second level (excluding bathrooms) shall be added at ~~no charge~~. *at extra charge*
11. Central Electronic Air Purifier to be installed (extra price to be agreed upon, suggested price \$650.00). *at extra charge*
12. Central Humidifier is included.

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LEGAL DESCRIPTION

Unit C-1
Parking Unit 2 in

The North 1/2 of the East 1/2 of that part West of LaSalle Street of lot 117 in Bronson's Addition to Chicago,

Also

The North 15.00 feet of the East 172.00 feet of lot 2 in the County Clerk's Resubdivision lot 117 in Bronson's Addition to Chicago (Except that part of the North 15.00 feet of subdivision lot 2 of County Clerk's Division of lot 117 of Bronson's Addition to Chicago in the Northeast 1/4 of section 4, Township 39 North, Range 14, East of the Third Principal Meridian, lying between the West line of North LaSalle Street and a line 14.00 feet West of and parallel with the West line of North LaSalle Street conveyed to the City of Chicago by document 1079555 recorded November 21, 1930 all in Cook County, Illinois

Commonly known as 1432 North LaSalle Street, Chicago, Illinois

PIN No 17-04-205-018 Volume No. 498



95755551

*Prepared by
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