

# UNOFFICIAL COPY

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## REAL ESTATE AGENT'S LIEN

The undersigned claimant, Doris Hamilton, of Re/Max Unlimited/Abbit Real Estate, Palatine, Illinois, makes the following notice and claim for a REAL ESTATE AGENT'S lien against Property International, of Chicago, Illinois, as title holder to the described real property in exhibit "A" attached.

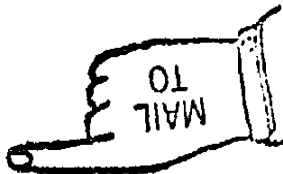
1. On 5/27, 1994, the owner of the property described in exhibit "A" contracted with REAL ESTATE AGENT to sell said property.
2. As part of said contract, owner promised to pay 6 Percent of the Sales Price of the property to REAL ESTATE AGENT.
3. Property International, has contracted to sell the property described in exhibit "A" to Carol Jones for a price of \$ 269,370. The closing for said sale is scheduled for 12/30, 1994.
4. REAL ESTATE AGENT is owed \$ 16,162.20 in commission from the sale of said property.

03-10-95 15:40  
RECORDING 27.00  
MAIL 0.50  
# 95178464

Dated: March 8, 1995

Doris Hamilton  
REAL ESTATE AGENT

preparer:  
Re/Max Unlimited  
Attn: Doris  
200 E Northwest Hwy  
Palatine, IL 60067



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27.50

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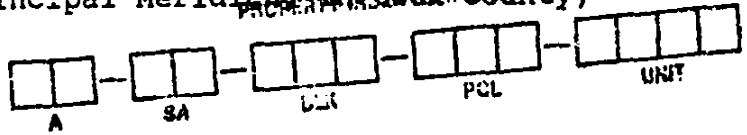
18-07100

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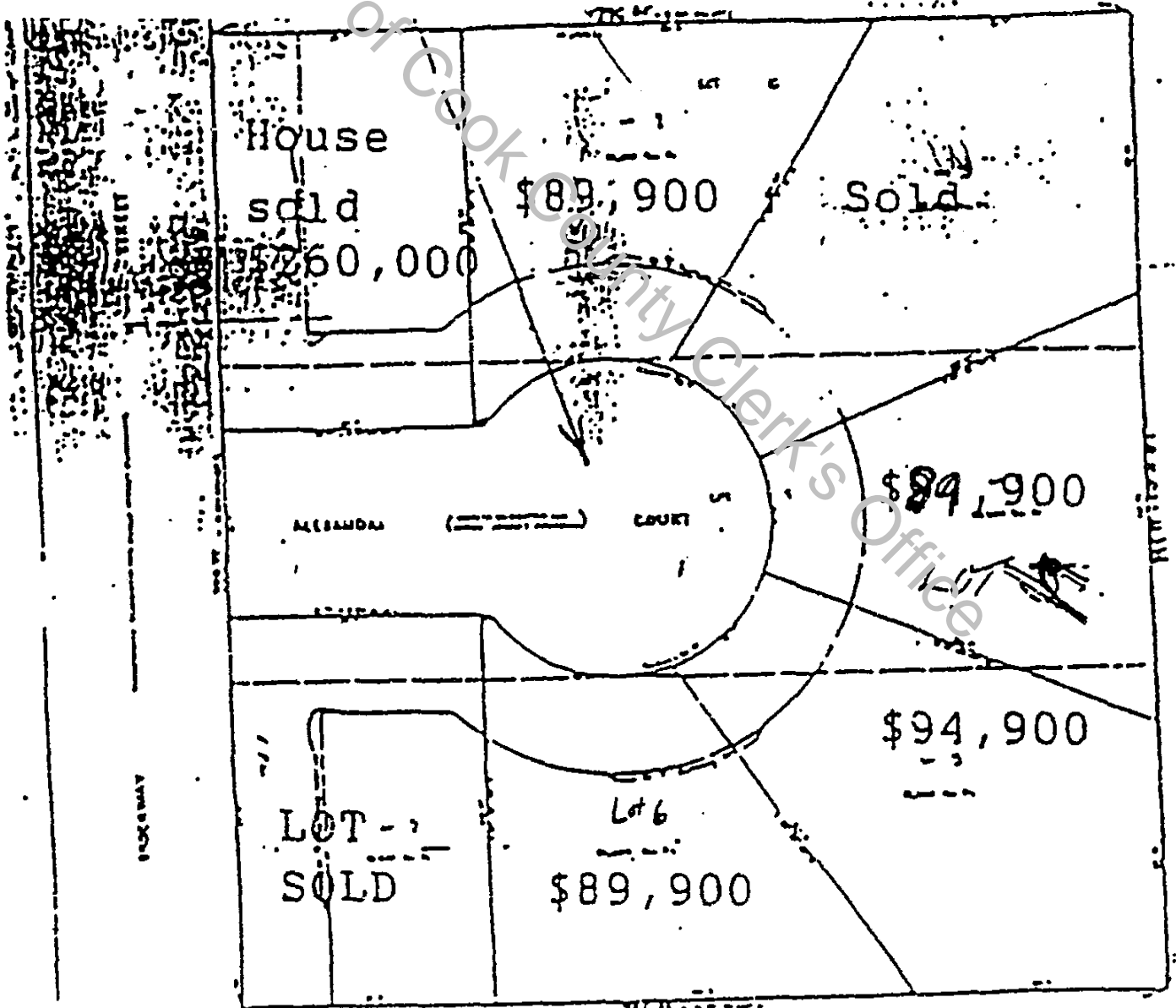
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## EXHIBIT "A"

Lot 6 in ALEXANDRA SUBDIVISION, being a subdivision of Lots 8, 9 and 10 in Block 32 in Arthur T. McIntosh and Company's Palatine Estates Unit No. 3 in Sections 26 and 27, Township 42 North, Range 10 east of the Third Principal Meridian, in Cook County, Illinois.



## ALEXANDRA SUBDIVISION



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ADMITTED



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## MAP MULTIPLE LISTING SERVICE CONTRACT TO PURCHASE REAL ESTATE

### 95178464



1. PARTIES: Purchaser: Carol Jones agrees to purchase.  
 2. and Seller: Property International agrees to sell and cause to be conveyed by appropriate deed to Purchaser.

3. the property, commonly known as 4865 ALEXANDRIA COURT, Rolling Meadows, ILLINOIS

4. 2. PURCHASE PRICE: The purchase price is \$ 269,370. The payment of the purchase price, including earnest money, subject to applicable provisions, will be paid in cash, cashier's or certified check, or title company check, or mutually agreeable negotiable instrument.

5. 3. EARNEST MONEY: The Purchaser has paid earnest money in the amount of \$ 3000 and promises to pay a total earnest money amount of \$ 23,937 on or before October 10, 1994. The earnest money will be held in an interest-bearing account for the benefit of the Parties until a sale is consummated. The earnest money and the original of this contract will be held by the Listing Broker as Escrowee. Builder

6. 4. PERSONAL PROPERTY: The following is the personal property, if any, now located on the premises and for which a Bill of Sale is to be given at the time of closing:

10. Compactor	Washer	Dryer	Wet/Dry Vacuum	Refrigerator	Other Appliances	Fireplace Screen	TV Antenna	Intercom	Security System	Smoke Alarm(s)	Electric Garage Door Opener(s) & Transmitter(s)	Stairs/Screens AE	Storage Building	Gas Grill	Curblin & Drapery Rods	All window treatments & coverings, except	Central heating & cooling systems	Ceiling fan(s)	All planted vegetation	Electric, plumbing & other and fixtures as installed	Built-in or add shelving & cabinets	Bump pump	Wall-to-wall & stair carpeting if any
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7. 5. SALE OF EXISTING REAL ESTATE: (I) This contract is contingent upon receiving written notice of the occurrence of the following (strike inapplicable):  
 19. Escrow of a contract for sale of the Purchaser's residence at \_\_\_\_\_ on or before \_\_\_\_\_, 19 \_\_\_\_\_; and/or  
 20. \_\_\_\_\_; and/or

21. B. Closing of the sale of the Purchaser's residence at 1757 QUATROUARD PARKWAY on or before Nov. 3, 19 94

22. (II) If the above contingencies have not been met or waived by the Purchaser on or before the specified date, this contract will become null and void and all earnest money returned to the Purchaser.  
 23. (III) The parties agree that the Seller's property will remain on the market during the term of each contingency period, and any period allowed for Attorney's Review of this contract.

24. (IV) In the event Seller accepts another bona fide offer to purchase the subject premises during such period, Seller will notify Purchaser of same upon attorney's approval of said contract. Purchaser will then have \_\_\_\_\_ hours after Seller gives such notice to waive the above contingencies. If Purchaser does not so waive these contingencies, then this contract will become null and void, and all earnest money will be returned to the Purchaser.

25. 8. FINANCING: This contract is subject to the condition that Purchaser be able to procure on or before NOV 10, 19 94 an unconditional (except for matters of title or survey) commitment for a CONVENTIONAL type loan to be secured by a mortgage on the real estate in the amount of \$ 200,000 or such lesser amount as Purchaser accepts, with initial interest of not more than 8 % per year plus mortgage insurance, if required, to be amortized over 30 years, with the loan origination and/or service charges to be paid by Purchaser for such loan not to exceed 3 % (including V.A. funding fees, if any). Purchaser shall make written loan application within 7 business days after acceptance of this contract. If, after making every reasonable effort, Purchaser is unable to procure such commitment within the time specified herein and so notifies Seller in writing thereof within 3 business days after above date, at purchaser's option, this Contract will become null and void, and all earnest money will be returned to Purchaser. (IF SELLER IS NOT SO NOTIFIED BY PURCHASER, PURCHASER SHALL BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR AGREED TO PURCHASE THE PROPERTY WITHOUT SUCH MORTGAGE FINANCING.)

26. Upon seller receiving notice, however, Purchaser cannot void this contract, if within 7 calendar days after receipt of Purchaser's notice (A) Seller grants extension of mortgage commitment date; or (B) Seller notifies Purchaser of their intent to procure for Purchaser such commitment upon the same terms. Purchaser agrees to furnish to Seller and Lender all requested information and will sign all papers necessary to obtain the mortgage commitment and close the loan.

27. Upon paragraph 5(I)A and/or B being deleted from this contract or subsequently waived by Purchaser, Purchaser also waives his/her right to cancel this contract upon receiving a conditional commitment subject to the sale or closing of their residence.

28. 7. TIME AND PLACE OF CLOSING: (A) Closing or escrow payout will be on December 30, 19 94 at such time as mutually agreed. Seller will convey by stamped recordable warranty deed (or other appropriate deed if title is vested in trust or in an estate) with release of homestead rights upon payment of the purchase price with appropriate credits for earnest money and other proratable items.

29. (B) This sale will be closed at the title company escrow closing office issuing the owner's title policy situated geographically nearest the property, or the office of the seller's attorney.

30. 8. POSSESSION: (A) Possession will be delivered not later than at closing or as stipulated in paragraph (I). (For purpose of this contract, possession shall be deemed to have been delivered when the Seller has vacated the premises and delivered the keys to the premises to the Purchaser to the office of the Listing Broker.)

31. (B) Seller agrees to deliver possession before 11:59 p.m. on AT CLOSING, 19 94. Seller agrees to pay at closing the sum of \$ \_\_\_\_\_ per day to the Purchaser as rent from and including the day after closing to and including the actual date of possession.

32. (C) In the event that possession is not delivered at closing, Seller will deposit in escrow, at closing, the proceeds by separate check, the sum of two percent (2%) of the sale price to guarantee that possession of the property will be delivered to Purchaser on or before the date and time specified in this contract. If possession is so delivered, the escrow funds will be paid to the Seller. If possession is not so delivered, escrowee will pay to the Purchaser from the escrow funds the sum of 1/15th of the deposit per day for each day possession is withheld from Purchaser after such specified date and time, and will pay the balance of the escrow fund, if any, to the Seller. In the event that possession is not delivered to Purchaser within fifteen (15) days of the date specified herein, Seller shall continue to be liable to purchaser for a sum of money equal to 1/15th of the possession escrow sum specified herein for each day possession is so withheld from Purchaser, without prejudice to any other rights or remedies to Purchaser.

33. 9. TITLE: Title, when conveyed, will be good and merchantable, subject only to general real estate taxes not due and payable at the time of closing, covenants, conditions, restrictions of record, building lines and easements if any, so long as they do not interfere with Purchaser's use and enjoyment of the property.

34. Seller's obligation will be to furnish the documents set forth in Paragraph 16 of the General Conditions on the reverse side hereof. However, in the event any portion of the subject premises is required to be registered in Torrens, Seller agrees to pay in addition to said title charges, any and all Torrens charges, and Seller will otherwise comply with the requirements of the Torrens system.

35. 10. PRORATIONS: (A) Real Estate taxes based upon 110% of the most recent real estate yearly tax bill, rents, association dues, accrued interest on mortgage indebtedness for mortgages, which are being assumed, and other proratable items will be prorated to the date of the actual closing. If the current real estate taxes are based on the fact that the Seller qualified for a Homeowners Exemption, Seller agrees that he/she has or will have executed all documents prior to or at the closing necessary to preserve said exemption. Seller is responsible for full payment of any special assessments currently outstanding against the property, except NONE. (B) If applicable, Seller represents that as of the date of acceptance hereof the monthly association dues pertaining to the property are approximately \$ \_\_\_\_\_ Seller will provide to Purchaser, prior to closing if requested, copies of all homeowner association rules and regulations.

36. 11. BROKERAGE FEE AND AGENCY DISCLOSURE: THE PARTIES OF THIS CONTRACT ACKNOWLEDGE AND UNDERSTAND THAT THE LISTING BROKER/AGENT IS AN AGENT FOR THE SELLER/BUYER/AGENTS, AND WILL BE COMPENSATED BY THE SELLER. THE SELLING BROKER/AGENT ARE (AGENTS FOR THE BUYER/BUYER AGENTS) AND WILL BE COMPENSATED BY SELLER. Property International PAYMENT OF COMPENSATION TO COOPERATING BROKER DOES NOT IMPLY COOPERATING BROKER IS AN AGENT OR SUBAGENT OF THE SELLER.

37. 12. CONDITION REPRESENTATION AND HOME INSPECTION: Seller will represent as of the date and time of delivering possession (A) that all systems, equipment and appliances, if any, to be conveyed by deed or sold by Bill of Sale will be in operating condition including, but not limited to, all mechanical equipment, heating and cooling equipment, water heater and softeners, septic and plumbing systems, electrical systems, kitchen equipment remaining with the premises, and any miscellaneous mechanical personal property to be transferred to the Purchaser, except none

38. and (B) to the best of Seller's knowledge, that the roof and foundation are free from leaks. Notwithstanding Seller's representations, Purchaser reserves the right within 4 business days of contract acceptance by Seller to have, at his/her expense, a professional home inspector inspect and furnish a report on said premises. The inspection will cover but not be limited to the following major components of the real estate as exist: central heating system, central cooling system, interior plumbing system, electrical system, roof and foundation. PURCHASER AGREES THAT DISCLOSURE OF MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THIS CONTINGENCY UNLESS MAINTAINABILITY IS AFFECTED. If the inspection reveals any deficiency unacceptable to the Purchaser, the Purchaser will furnish a copy of said report to Seller, and may cancel this contract upon giving written notice to the Seller of said deficiency within 48 hours of such inspection. If purchaser fails to notify Seller of deficiencies, in said inspection, Purchaser waives his right hereunder as to canceling the contract and requesting Seller to repair said deficiencies under paragraphs 12 and 23.

39. 13. RIDERS AND GENERAL CONDITIONS: This contract is subject to the General Conditions on the back page hereof, and the following MAP MULTIPLE LISTING SERVICE Rider numbers A, B, C attached hereto, which General Conditions and Riders are made a part of this Contract.

### SIGNIFICANCE OF OFFER AND ACCEPTANCE BY PARTIES

40. This offer or any counter offer must be accepted upon presentation or within 48 hours of the initial counter offer, whichever occurs first or the same shall become null and void. We the undersigned purchasers and sellers understand that our signatures and initials (if required) or faxed copies of documents bearing same will constitute a LEGALLY BINDING CONTRACT, and all parties agree to perform the terms and conditions thereof.

41. Date of Contract Offer: October 4, 1994 Time: \_\_\_\_\_ Date of Contract Acceptance: October 10, 1994 Time: 10:30 AM

42. Seller's Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 43. Seller/Beneficiary/Agent: \_\_\_\_\_ Social Security #: \_\_\_\_\_  
 44. Seller/Beneficiary/Agent: \_\_\_\_\_ Social Security #: \_\_\_\_\_

45. FOR INFORMATION ONLY  
 46. Buyer's Listing Agent: Carol Jones MAP MLS ID #: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 47. Buyer's Attorney: Jodi Robertson MAP MLS ID #: \_\_\_\_\_ Phone #: \_\_\_\_\_

48. Name of Mortgage Lender: \_\_\_\_\_ Loan Officer: \_\_\_\_\_ Phone #: \_\_\_\_\_

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PROPERTY

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