



# UNOFFICIAL COPY

## NORTHWEST REAL ESTATE BOARD REAL ESTATE SALE CONTRACT

(THIS FORM NOT TO BE USED FOR FINANCED FINANCING)

Offer Registration Number

Offer Registration Number

95248338

1 Parties: (Print or Type) Purchaser, STANISLAW & MAIGORATA BARNAS agrees to purchase,  
2 and Seller, PROPERTY INTERNATIONAL agrees to sell and cause to be conveyed by  
3 appropriate deed to Purchaser the property commonly known as:  
4 201 # 3 ALEXANDRA SQ. ROLLING HILLS, IL 60008  
(Address) (City) (State) (Zip)

5 together with all improvements and the following items of personal property for which a Bill of Sale will be given at closing:  
6  
7 NEW CONSTRUCTION PLAN # 2337 ANDERSON ON 1330 STATES

10 1. Purchase Price: \$ 252,500  
11 2. Earnest Money Deposit: \$ 10,000 in the form of cash, check, or promissory note to be redeemed within 3 days after  
12 the date of acceptance, deposited with PROPERTY INTERNATIONAL. Said earnest money shall be increased to 10% of the  
13 Purchase Price, or a total of \$ 25,250. The additional earnest money shall be paid within        days of acceptance.

14 Said earnest money shall be returned and this contract shall be void if not accepted by Seller on or before       . Earnest  
15 money shall be held in an escrow account by        (listing office) for the benefit of the parties  
16 hereto in an established escrow account in compliance with the laws of the State of Illinois.

17 3. Payment: The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows: ALL IN CASH,  
18 CASHIER'S CHECK, CERTIFIED CHECK, CHECKS FROM LICENSED TITLE COMPANIES, OR ANY COMBINATION THEREOF.

19 4. Mortgage Contingency: This contract is contingent upon the Purchaser securing within 30 days of the acceptance hereof an  
20 unconditional (except for matters of title and/or survey) mortgage commitment (fixed rate, adjustable rate or       ) on the real  
21 estate herein in the amount of \$ 202,000 with interest at not more than        % per annum (plus private  
22 mortgage insurance, if applicable) to be amortized over 30 years, payable monthly, and loan origination and/or service  
23 charge not to exceed 0.25 % of the loan amount, plus loan processing fees, if any. Purchaser shall make application for said  
24 mortgage commitment within five days of acceptance. The Purchaser shall inform the Seller or the Seller's agent of where the  
25 Purchaser has applied for a mortgage commitment, and the Purchaser shall consent to the making of reasonable inquiries as to the  
26 status of said mortgage commitment.

27 PURCHASER SHALL MAKE EVERY REASONABLE EFFORT IN OBTAINING SUCH UNCONDITIONAL MORTGAGE COMMITMENT. If  
28 Purchaser does not obtain such commitment within said number of days, written notice must be given to Seller. Seller and/or Listing Broker  
29 may, within an equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and said commitment  
30 may be given by Seller as well as a third party. In such event, Purchaser shall furnish to Listing Broker all requested credit information and  
31 sign customary papers relating to the application and securing of such commitment.

32 After Purchaser has given written notice to Seller, that the Purchaser was unable to obtain such unconditional commitment, and neither  
33 Purchaser, Seller, or Broker secure such unconditional commitment as provided above, this contract shall be terminated and null and void,  
34 and all earnest money shall be returned to Purchaser, and Seller shall not be liable for any sales commission.

35 5. Deed: At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable  
36 Warranty Deed with release of homestead rights (or other appropriate deed if title is in trust or in an estate), subject only to the following, if  
37 any: covenants, conditions and restrictions of record; public and utility easements; roads and highways; party wall rights and agreements,  
38 existing leases and tenancies, and subject only to real estate taxes not due and payable at the time of closing.

39 6. Lease(s): Seller represents and warrants that the existing lease(s), if any, shall be assigned to Purchaser at closing, none of which expire  
40 later than        and said existing lease(s) have no option to renew, cancel, or purchase (A copy of any written  
41 lease(s) is to be delivered to the Purchaser within seven days after the acceptance of this contract). The present monthly gross rental income  
42 is \$       . The Seller shall not enter into any new lease(s) nor shall the Seller renew any current lease(s) after the date of  
43 acceptance and up to and through the date of closing without the written consent of the Purchaser.

44 7. Closing: The time of closing shall be on APRIL 29, 1994, or 10 days after notice that financing has been procured OR on  
45 that date, to which such time has been extended by reason of the terms and conditions herein becoming operative (whichever date is later).  
46 The closing shall take place at any of the following locations: at the office of the lender, or at the title company escrow closing office, or  
47 location situated geographically nearest the property, if any; or as may be mutually agreed by the parties, provided title is shown to be good  
48 or is acceptable by Purchaser.

49 8. Possession: Seller is to vacate, surrender and deliver possession of these premises (occupied by Seller) to Purchaser on or  
50 before 180 days after closing. Seller shall pay Purchaser for        days in advance the sum of \$        per  
51 day for use and occupancy commencing on the first day after closing up to and including the date possession is surrendered to  
52 Purchaser, or on a monthly basis, whichever is shorter. Purchaser shall refund any payment made for use and occupancy beyond  
53 the date possession is surrendered. In addition, in the event Seller does not vacate as agreed, the Seller shall pay Purchaser 2%  
54 of the sales price or \$1,000.00, whichever is greater, which sum shall be held from the net proceeds of the sale  
55 by        on escrowee's form of receipt as liquidated damages. Possession escrow shall not  
56 at any time be considered as prepayment of Seller's use and occupancy of said premises, nor shall escrowee be responsible for  
57 settlement of use and occupancy between the parties hereto. Escrowee shall have fulfilled his entire obligation under this agreement  
58 by disbursing the escrow funds in accordance with this agreement. This provision shall not apply to any portion of the premises  
59 occupied by Seller's tenants. Possession shall be deemed to have been delivered when the Seller has vacated the premises and  
60 delivered the keys to the premises, to the Purchaser, or to the holder of the possession escrow provided above.

61 9. Brokerage Fee: The Seller shall pay to the listing office, the Broker's fee in accordance with the listing agreement.

62 THIS CONTRACT IS SUBJECT TO THE GENERAL PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF AND RIDER  
63 NUMBERS 1, 2, 3 ATTACHED HERETO, WHICH ARE MADE A PART OF THIS CONTRACT.

Date of Contract Offer: MARCH 17 94

PURCHASER x Stanislaw Barnas PURCHASER x Maigorata Barnas  
PRINT NAME STANISLAW BARNAS PRINT NAME MAIGORATA BARNAS  
Purchaser's Address 5511 W. SCAROL CHICAGO IL 60641

Date of Contract Acceptance: MARCH 17 94

SELLER [Signature] SELLER [Signature]  
PRINT NAME MARK ANDRZEJENSKI PRINT NAME         
Seller's Address       

FOR INFORMATION ONLY AND NOT PART OF CONTRACT  
[Signature] Listing Agent's Name/Northwest ID #        [Signature] Selling Agent's Name/Northwest ID #       

Listing Office CRIS KOZIOK 792-9181 Phone        Selling Office        Phone       

Seller's Attorney        Phone        Purchaser's Attorney        Phone       

THE SIGNATURES OF THE PARTIES TO THIS CONTRACT MUST BE VERIFIED BY A NOTARY PUBLIC. (SB)  
NORTHWEST REAL ESTATE BOARD  
COPYRIGHT 1992

FORM #20 DONE AT CUSTOMER'S REQUEST

# UNOFFICIAL COPY

COOK COUNTY  
RECORDER  
JESSE WHITE  
SKOKIE OFFICE

95248338

Property of Cook County Clerk's Office

**0002**	
RECORDIN #	25.00
MAILINGS #	0.50
95248338 #	
SUBTOTAL	25.50
CASH	25.50

04/05/95

2 PURC CTR  
0024 MCH 14:24

STANISLAW BARNAS  
5511 N. SCHOOL ST  
CHICAGO IL 60641



MAIL TO:

961 S. ELMURST RD.  
DES PLAINES, ILL. 60016

ROGDAN KLEK

PREPARED BY

THIS INSTRUMENT WAS



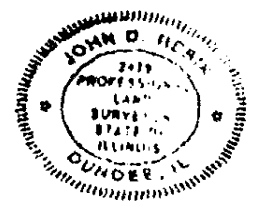
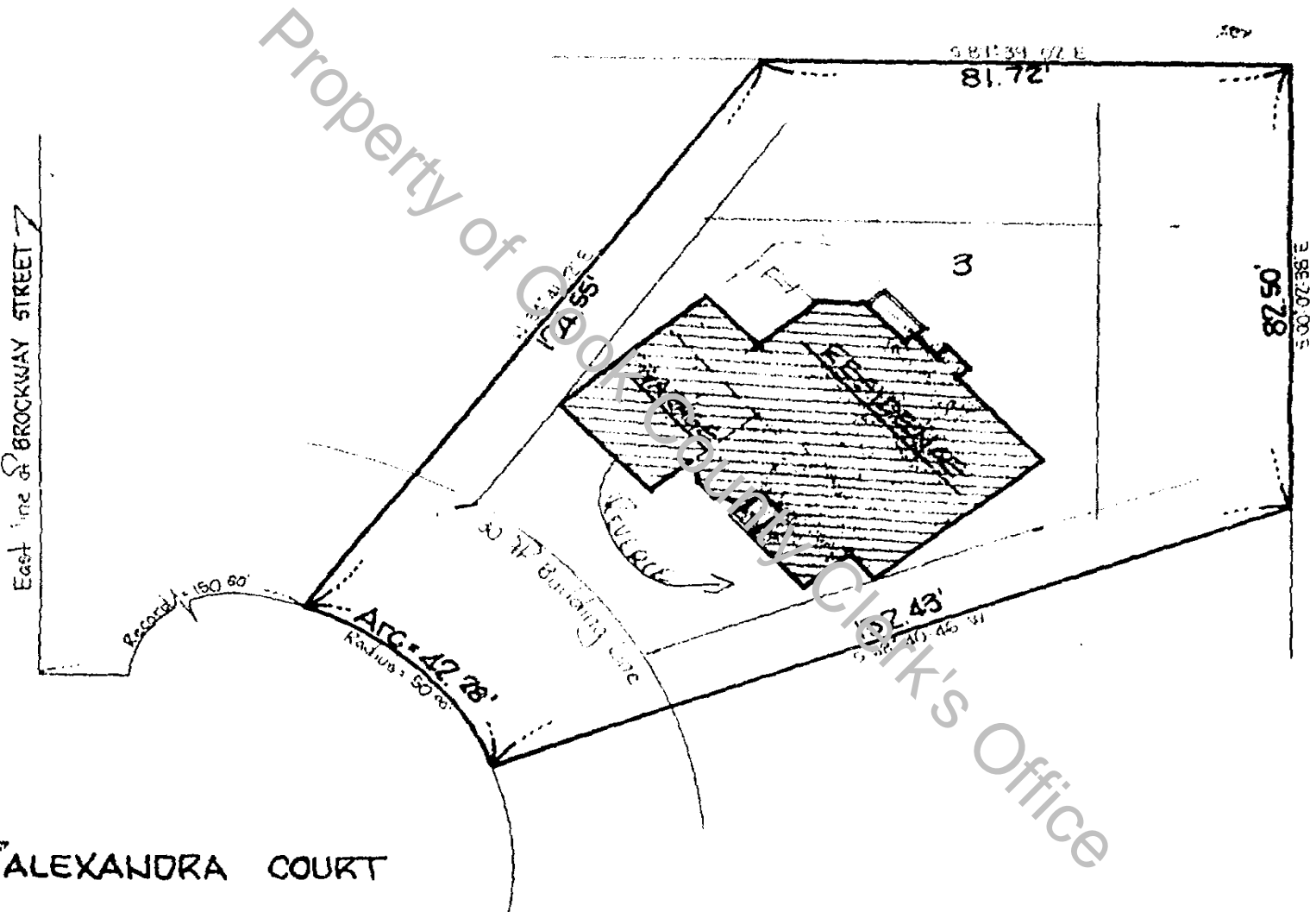
# UNOFFICIAL SURVEY COPY

JOHN D. REBIK & Associates  
Land and Construction Surveyors  
359288 Miller Road  
Dundee, Ill 60118 of (708) 428-1450

95248338

lot 3 in ALEXANDRA SUBDIVISION, being a subdivision of Lots 8, 9 and 10 in Block 32 in Arthur T. McIntosh and Company's Platting Estates Unit 119-3 in Sections 26 and 27, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois

COMMONLY KNOWN AS 4850 ALEXANDRA COURT  
ROLLING MEADOWS, ILLINOIS  
PIN # 02-27-407-021-0000



Scale: 1 inch equals 20 feet.  
Distances are marked in feet and decimal parts thereof.

STATE OF ILLINOIS }  
COUNTY OF KANE } S.S. \_\_\_\_\_ 19\_\_

STATE OF ILLINOIS }  
COUNTY OF KANE } S.S. March 15

Prepared by: PROPERTY INTERNATIONAL, INC.  
Checked by: T.M. Surveyed by: J.D.R.

I, hereby certify that the buildings on lot shown are within property lines

I do hereby certify that I have surveyed the above described land according to the Official Record, and the above is a true and correct survey.

Building lines, if any, shown hereon are building lines as shown on the recorded subdivision plat. Consult local authorities for building lines established by local ordinances.

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Property of Cook County Clerk's Office