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Attached to this statement is a true and accurate copy of the Real Estate Sales Contract entered into by and between Eddie Tom and Hannett (Henry) S. Gee on July 15, 1992.



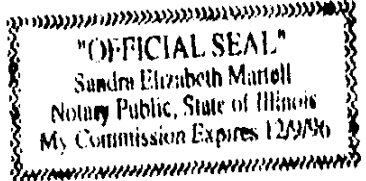
Hannett (Henry) S. Gee

4300

SUBSCRIBED AND SWORN TO
before me and 22th day of
April, 1995.



Notary Public



DEPT-01 RECORDING 943.00
T00012 TRAN 3762 04/26/95 13:18:00
#2584 + JM *-95-273615
COOK COUNTY RECORDER

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INVESTIGATION REPORT

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REAL ESTATE SALES CONTRACT

1. HENRY GEE, or nominee (Purchaser) agrees to purchase at a price of \$220,000.00 on the terms set forth herein, the real estate in Cook County Illinois, described on the attached Schedule 1.

2. EDDIE TOM, individually or on behalf of CHINESE MAID, INC. (Seller), agrees to sell the real estate and property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable Warranty Deed, with release of homestead rights if any, and a proper bill of sale, subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) general taxes for the year 1992 and subsequent years, including taxes which may accrue by reason of new or additional improvements during the year 1992.

3. Purchaser has paid \$10,000.00 as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus prorations, at the time of closing by the payment of \$210,000.00.

4. This contract is subject to the condition that Purchaser be able to procure within thirty (30) days a firm commitment for a loan to be secured by a mortgage or trust deed on the real estate in the amount of \$175,000.00, or such lesser sum as Purchaser accepts, with interest not to exceed 8 1/2 percent a year to be amortized over 24 years, the commission and service charges for such loan not to exceed 2 percent. If, after making every reasonable effort, Purchaser is unable to procure such commitment within the time specified herein and so notifies Seller thereof within that time, this contract shall become null and void and all earnest money shall be returned to Purchaser.

5. Seller agrees to furnish Purchaser a current plat of survey of the above real estate made, and so certified by the surveyor as having been made, in compliance with the Illinois Land Survey Standards. The survey shall show the improvements on the premises being within the lot lines and not encroaching on any easements or on any adjacent property and shall also show that improvements on adjacent property do not encroach upon the premises being purchased. The survey shall also be sufficient to obtain a real estate tax division from the Assessor's Office of Cook County, Illinois. In addition, if a plat of subdivision is required by the City of Chicago, the survey shall be sufficient to obtain the necessary subdivision approval from the City of Chicago. The cost of the survey shall be shared equally by the Seller and Purchaser.

6. The time of closing shall be on or before September 1, 1992, or on the date, if any, to which such time is extended by reason of the Conditions and Stipulations contained herein.

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BOX 333-CTI

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Closing shall be at the office of the mortgage lender, if any, or at the title company provided title is shown to be good or is accepted by Purchaser.

7. Seller shall deliver possession to Purchaser at the closing.

8. The earnest money shall be held by the attorney for the Seller for the mutual benefit of the parties.

9. Seller's Work To Be Performed Prior to Closing. The premises being purchased are part of an existing building. Seller shall construct a party wall within the present building that will isolate the premises being purchased. Seller's work for the partition and remodeling of the 10,000 square foot premises shall include, but not be limited to, the following:

(a) Roof. The roof shall be stripped to the wood with replacement of deteriorated wood where applicable. New roofing shall be applied to the roof covering the premises.

(b) Party Wall. An 8 inch cinder block party wall shall be constructed to partition off the premises being purchased.

(c) Floor. The old floor shall be dismantled and removed and new flooring constructed of 5 inch reinforced concrete and level to grade.

(d) Doors. Door openings shall be made in the walls and doors installed pursuant to specifications and the attached diagram.

(e) Floor Drains. Floor drains shall be constructed pursuant to specifications on the attached diagram.

(f) Plumbing. Seller shall install plumbing as required by code for a bathroom on the premises. Seller shall also install the bathroom fixtures.

(g) Meters for gas, electric and water shall be installed for the premises to indicate the amount of usage by Purchaser. However, the meters for the appropriate utilities shall be for services rendered to the entire premises including both Seller's and Purchaser's property. Of the bill received from the utility companies, Purchaser shall only pay that portion as indicated by the meters on Purchaser's property which indicate the amount of usage.

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(h) Lighting. Seller shall install lighting for the premises as indicated on the attached diagram.

(i) Seller shall install a security fence between Seller's portion of the building and the common area to be used by both Seller and Purchaser for loading purposes. The location of the fence shall be as indicated on the attached diagram.

For window
→ (j) Seller shall provide two (2) gas heaters, installed.

10. The parties shall enter into a party wall agreement relative to the use and maintenance of the party wall. The party wall agreement shall be for the benefit of the parcel described in Schedule 1 and the parcel described in Schedule 2.

11. The parties shall enter into an easement agreement pertaining to the use of the common area for a loading dock and access to the premises through the common area. The easement agreement shall run with the land. The easement agreement shall be for the use of the loading dock area and access to 24th Place as shown on the survey prepared by Landirks Co. on June 25, 1992, identified as project number 92-06-43. The exact legal description of the loading dock and access area shall be determined by the surveyor.

12. The parties shall enter into an agreement pertaining to the use of the property leased from the State of Illinois for purposes of access to the premises. Seller shall provide Purchaser with a copy of the lease agreement prior to the closing.

13. The parties shall enter into an agreement pertaining to the maintenance of the roof over the entire premises. The agreement shall provide for sharing of costs for repair of roof, if necessary, where it can be demonstrated that water entering the premises of either party originates from leaks in the roof over the premises of the other party.

14. The parties shall jointly apply for a real estate tax division to the Cook County Assessor's Office promptly after recording of the deed conveying the premises to the Purchaser. Both parties shall cooperate in obtaining the tax division.

15. Plat of Subdivision. If the appropriate governing authorities of the City of Chicago or Cook County, Illinois require a plat of subdivision of the premises, the parties shall cooperate to obtain such plat of subdivision. The cost of obtaining the subdivision shall be borne by Seller.

16. Seller hereby grants Purchaser a right of first refusal to purchase the remaining property of which the property being

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purchased is a part. In the event Seller receives a bona fide offer to purchase the property remaining from the legal description shown in this contract after conveyance of the property being purchased by Purchaser, Seller shall provide Purchaser with a copy of the offer and Purchaser shall have fifteen (15) days within which to either exercise his right of first refusal to purchase the premises on the same terms and conditions as contained in the bona fide offer or reject said offer. Any purchaser of Seller's remaining premises shall take title subject to the easements, party wall agreements and roof agreements entered into by the parties hereto.

17. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than five (5) days prior to the time of closing, the plat of survey (if one is required to be delivered under the terms of this contract) and a title commitment for an owner's title insurance policy issued by Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller shall also furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 18 below.

18. If the title commitment or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "survey defects"), Seller shall have thirty (30) days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 6 hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this

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contract or may elect, upon notice to Seller within ten (10) days after the expiration of the thirty (30) day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

19. Prorations. Water and other utility charges and general real estate taxes shall be adjusted ratably as of the time of closing. Proration of real estate taxes shall be determined when the total amount for 1992 is known and when the total amount for 1993 is known, unless the premises have been divided into separate tax bills by the time the 1993 real estate tax bills are available. Seller shall pay the amount of any stamp tax imposed by state law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Act of the State of Illinois and shall furnish any declarations signed by the Seller or Seller's agent to meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by the party upon whom such ordinance places responsibility therefor.

20. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

21. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then at the option of the Seller and upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commissions; the balance, if any, to be retained by the Seller as liquidated damages.

22. All notices herein required shall be in writing and shall be served on the parties at the addressed following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

23. Seller represents that he is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

24. Seller agrees to execute and deliver to Purchaser and each mortgage lender of Purchaser such disclosure documents as may be required by the Illinois Responsible Property Transfer Act.

25. Seller represents and warrants as follows:

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(a) At no time during Seller's ownership nor, to the best of its knowledge, prior thereto, have the premises been used for the generation, storage or disposal of hazardous or toxic materials or as a land-fill or other waste disposal site;

(b) At no time during Seller's ownership, nor, to the best of its knowledge, prior thereto, have there been underground storage tanks at the premises;

(c) Seller and the premises are in compliance with all laws, regulations, rules or requirements of law of the Federal, State and local municipalities relating to the pollution or protection of the environment (including without limitation, air, water and land) and with all permits or licenses issued thereunder, and to the best of Seller's knowledge, no event has occurred which, with the passage of time or the giving of notice or both, would constitute non-compliance with such environmental laws;

(d) There are no agreements, consent orders, decrees, judgments, license or permit-conditions, or other directives, issued by a municipal department or agency which relate to the future use of the premises or require any change in the present condition of the premises;

(e) There are no actions, suits, claims or proceedings relating to a violation or non-compliance with any environmental law or with respect to the disposal, discharge or release of hazardous or toxic materials at or from the premises;

(f) Seller has not received any notice from its insurance carrier or mortgagee as to recommendations made regarding hazardous or toxic materials at the premises, and Seller has not been denied insurance coverage (nor has any insurance coverage been canceled) by reason of hazardous or toxic materials at the premises.

(g) That there are no pending or known City of Chicago building code violations.

If Purchaser discovers that any of the representations set forth in the above paragraphs are untrue within thirty (30) days from the date hereof, then in addition to any other rights Purchaser may have under this Contract, Purchaser may terminate this Contract within such thirty (30) day period, in which event the earnest money shall be returned to Purchaser with any interest earned thereon and neither party shall have any further obligation hereunder. Seller shall provide Purchaser and its agents with

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access to the premises for the purpose of making any environmental inspection of the premises, if Purchaser so elects.

26. This Agreement is subject to the approval of the United States Bankruptcy Court for the Northern District of Illinois and also the current mortgagee.

PURCHASER:



SELLER:



7/19/92

Prepared by:
Return to

Brian K. Abrams
Michael E. Fox & Associates
150 S. Wacker
Suite 500
Chicago IL 60606

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SCHEDULE 1

THAT PART OF BLOCK 11 IN SOUTH BRANCH ADDITION TO CHICAGO IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 11, SAID POINT BEING ALSO THE INTERSECTION OF THE NORTH LINE OF 24TH PLACE WITH THE WESTERLY LINE OF WALLACE STREET; THENCE NORTH $90^{\circ} 00' 00''$ WEST ALONG SAID NORTH LINE OF 24TH PLACE FOR A DISTANCE OF 186.00 FEET TO A POINT; THENCE NORTH $54^{\circ} 03' 38''$ WEST ALONG A LINE WHICH INTERSECTS THE SOUTHERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED, AT A POINT WHICH IS 228 FEET SOUTHWESTERLY OF THE INTERSECTION OF THE WESTERLY LINE OF WALLACE STREET AND THE SOUTHERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED, FOR A DISTANCE OF 89.48 FEET TO A POINT ON THE SOUTHWESTERLY EXTENSION OF THE CENTERLINE OF A PARTY WALL, SAID POINT BEING THE POINT OF BEGINNING FOR THE TRACT HEREINAFTER DESCRIBED; THENCE NORTH $58^{\circ} 08' 12''$ EAST ALONG SAID CENTERLINE OF A PARTY WALL AND THE SOUTHWESTERLY EXTENSION THEREOF FOR A DISTANCE OF 39.31 FEET TO A BEND POINT; THENCE NORTH $59^{\circ} 02' 58''$ EAST ALONG THE CENTERLINE OF A PROPOSED PARTY WALL FOR A DISTANCE OF 64.32 FEET TO A POINT; THENCE NORTH $50^{\circ} 57' 02''$ WEST ALONG THE CENTERLINE OF A PROPOSED PARTY WALL AND THE NORTHWESTERLY EXTENSION THEREOF FOR A DISTANCE OF 76.31 FEET TO A POINT ON THE SOUTHERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE, WHICH IS A CURVE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 1361.14 FEET, FOR A DISTANCE OF 108.72 FEET TO A POINT OF TANGENCY; THENCE SOUTH $65^{\circ} 53' 53''$ WEST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 33.76 FEET TO A POINT; THENCE SOUTH $54^{\circ} 03' 38''$ EAST FOR A DISTANCE OF 97.42 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

TAX NUMBER 17-28-112-002-0000

COMMON ADDRESS 2401 S ARCHER AVE
CHICAGO

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SCHEDULE 2

BLOCK 11 IN SOUTH BRANCH ADDITION TO CHICAGO IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT PART OF SAID BLOCK TAKEN FOR WIDENING ARCHER AVENUE; EXCEPT LOTS 6 TO 9, INCLUSIVE IN SAID BLOCK 11 AND ALSO EXCEPT THAT PART OF LOT 5 IN SAID BLOCK 11, THAT PART OF LOTS 8 TO 13, INCLUSIVE, AND THAT PART OF THE VACATED ALLEY LYING SOUTHERLY OF AND ADJOINING TO SAID LOT 5 WHICH LIES SOUTHWESTERLY OF A STRAIGHT LINE THAT EXTENDED FROM A POINT ON THE SOUTH LINE OF SAID LOT 8, WHICH POINT IS 186 FEET WEST OF THE WEST LINE OF SOUTH WALLACE STREET; THENCE TO A POINT IN SAID LOT 5 WHICH POINT IS ON THE SOUTHERLY LINE OF SOUTH ARCHER AVENUE AS WIDENED AND IS 228 FEET SOUTHWESTERLY OF THE INTERSECTION OF THE WESTERLY LINE OF SOUTH WALLACE STREET AND THE SOUTHERLY LINE OF SOUTH ARCHER AVENUE AS WIDENED, IN H. L. STEWART'S RESUBDIVISION OF LOTS 11 TO 15, INCLUSIVE, IN SAID BLOCK 11, EXCEPTING THEREFROM THAT PART OF SAID BLOCK 11 DESCRIBED AS FOLLOWS: THAT PART OF BLOCK 11 IN SOUTH BRANCH ADDITION TO CHICAGO IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 11, SAID POINT BEING ALSO THE INTERSECTION OF THE NORTH LINE OF 24TH PLACE WITH THE WESTERLY LINE OF WALLACE STREET; THENCE NORTH $90^{\circ} 00' 00''$ WEST ALONG SAID NORTH LINE OF 24TH PLACE FOR A DISTANCE OF 186.00 FEET TO A POINT; THENCE NORTH $54^{\circ} 03' 38''$ WEST ALONG A LINE WHICH INTERSECTS THE SOUTHERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED, AT A POINT WHICH IS 228 FEET SOUTHWESTERLY OF THE INTERSECTION OF THE WESTERLY LINE OF WALLACE STREET AND THE SOUTHERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED, FOR A DISTANCE OF 89.48 FEET TO A POINT ON THE SOUTHWESTERLY EXTENSION OF THE CENTER LINE OF A PARTY WALL, SAID POINT BEING THE POINT OF BEGINNING FOR THE TRACT HEREINAFTER DESCRIBED: THENCE NORTH $58^{\circ} 08' 12''$ EAST ALONG SAID CENTER LINE OF A PARTY WALL AND THE SOUTHWESTERLY EXTENSION THEREOF FOR A DISTANCE OF 39.32 FEET TO A BEND POINT; THENCE NORTH $59^{\circ} 02' 58''$ EAST ALONG THE CENTER LINE OF A PROPOSED PARTY WALL FOR A DISTANCE OF 64.32 FEET TO A POINT; THENCE NORTH $30^{\circ} 57' 02''$ WEST ALONG THE CENTER LINE OF A PROPOSED PARTY WALL AND THE NORTHWESTERLY EXTENSION THEREOF FOR A DISTANCE OF 76.31 FEET TO A POINT ON THE SOUTHERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE, WHICH IS A CURVE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 1361.14 FEET FOR AN ARC DISTANCE OF 108.72 FEET TO A POINT OF TANGENCY; THENCE SOUTH $65^{\circ} 53' 53''$ WEST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 33.76 FEET TO A POINT; THENCE SOUTH $54^{\circ} 03' 38''$ EAST FOR A DISTANCE OF 97.42 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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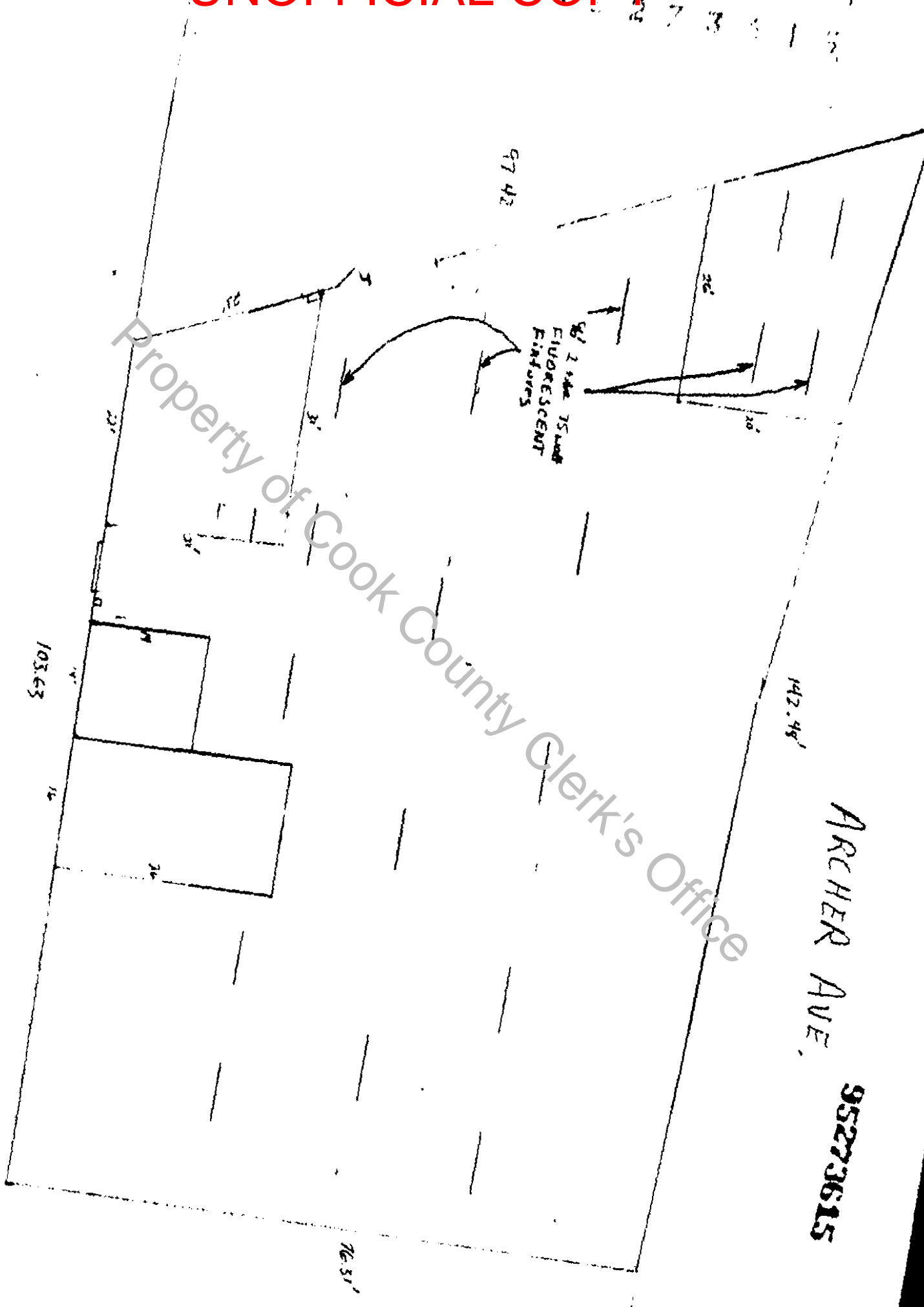
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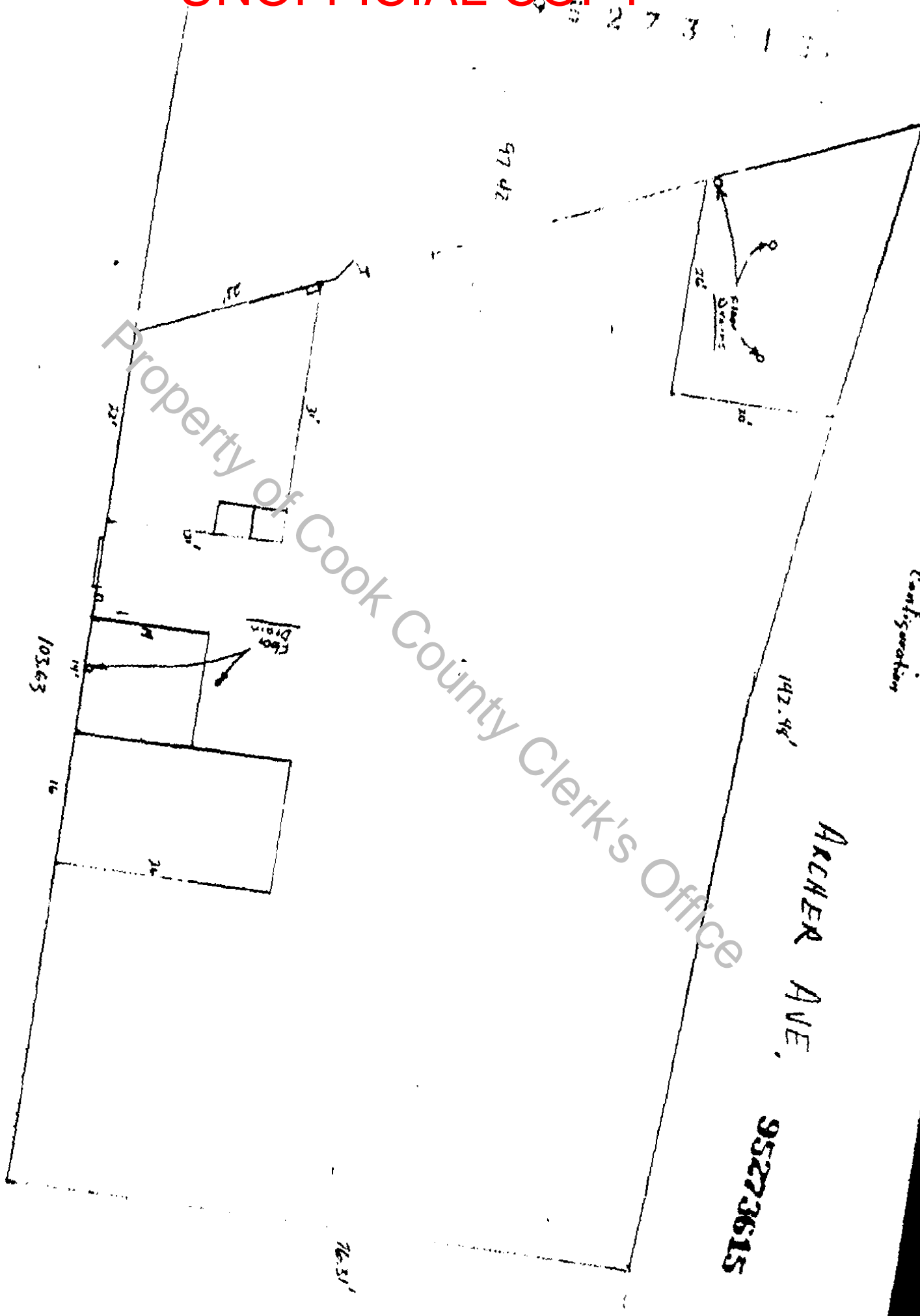
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1" = 16'

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