



CHICAGO ASSOCIATION OF REALTORS®/MLS REAL ESTATE SALES CONTRACT - APARTMENTS/INVESTMENTS



TO: owner of record SELLER DATE: June 4, 1996
1404 N. BOSWORTH, CHICAGO, IL

1 We offer to purchase the property known as 1404 N. BOSWORTH, CHICAGO, IL
 2 approximately 125x25 feet together with improvements thereon, including the following, if any, now on premises for which a Bill
 3 of Sale is to be given: Heating, central cooling, ventilating, plumbing and electrical fixtures, screens and storms for windows and doors, shades, awnings, blinds,
 4 draperies, curtain and flooring, radiator covers, attached exterior TV antenna, attached mirrors, shelving, interior shutters, cabinets and book-cases, planted
 5 vegetation, washer/dryer, fireplace, screens, dishwasher, disposal, oven, ranges, refrigerators, window air conditioners, ceiling fans, garage door
 6 opener and _____ but excluding _____
 7 1. Purchase Price 14,000 in the form of 90% personal check shall be held by
 8 Bank of America and released to the Seller on or before 6/15/96 after acceptance hereof. Said initial earnest money shall
 9 be applied to the purchase price and if not accepted by Seller on or before 6/15/96 Earnest money shall be deposited
 10 by Bank of America as escrow, for the benefit of the parties hereto in an established escrow account in compliance with the laws
 11 of the State of Illinois. This contract shall be held by Listing Broker.
 12 1. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows: STRIKE THROUGH IS APPLICABLE TO PARAGRAPHS
 13 a. Cash, Cashier's check or Certified Check or any combination thereof CASH OFFER
 14 b. _____

15 ~~1. The Seller shall execute and deliver to the Purchaser or cause to be executed and delivered to the Purchaser, a recordable Warranty Deed with release of homestead
 16 rights or other appropriate deed if it is in trust or in an estate, in Articles of Agreement, for such a deed if that portion of subparagraph 3(d) is applicable, subject
 17 only to the following, if any, covenants, conditions, and restrictions of record, public and utility easements, existing leases and tenancies, special governmental taxes or
 18 assessments for improvements not yet completed, confirmed special governmental taxes or assessments, general real estate taxes for the year 1994 and
 19 subsequent years, the mortgage or trust deed set forth in paragraph 4 and/or Rider 7. Seller represents that the 1994 general real estate taxes are
 20 paid in full.~~
 21 2. Seller represents and warrants that:
 22 a. Existing leases of any kind to be assigned to Purchaser at closing, none of which expires later than closing and said existing leases have no
 23 option to renew, cancel or purchase, in the present month, the rental income is \$ 0.
 24 b. Closing or escrow shall be on June 20, 1996 or as provided in paragraph 3(c), above, provided title has been shown to be good or is accepted by
 25 Purchaser at the office of Purchaser's attorney or at title company to be agreed upon
 26 c. Seller agrees to surrender possession of said premises on or before closing provided this sale has been closed.
 27 d. Use and Occupancy. At closing Seller shall pay to Purchaser \$ 0 per day for use and occupancy commencing the first day after closing up to and
 28 including the date possession is surrendered or on a monthly basis, whichever period is shorter. Purchaser shall refund any payment made for use and occupancy
 29 beyond the date possession is surrendered.
 30 e. Possession Escrow. At closing, Seller shall deposit with escrowee designated in paragraph 2 above a sum equal to 2% of the purchase price to guarantee
 31 possession on or before the date set forth above, which sum shall be held from the proceeds of the sale on escrowee form of receipt. If Seller does not surrender
 32 possession on or before 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
 33 the date possession is surrendered to Purchaser plus any unpaid use and occupancy to the date possession is surrendered, said amounts to be paid out of escrow and the
 34 balance, if any, to be turned over to Seller and acceptance of payments by Purchaser shall constitute Purchaser's other legal remedies. Seller and Purchaser hereby
 35 acknowledge that escrowee will not distribute the possession escrow without the joint written direction of the Seller and Purchaser or their authorized agent. If either
 36 seller or Buyer objects to the disposition of the possession escrow then the parties hereto agree that the escrowee may deposit the possession escrow with the Clerk of
 37 the Circuit Court by the filing of an action in the nature of an Interpleader. The parties agree that the escrowee may be reimbursed from the possession escrow for all
 38 costs, including reasonable attorney's fees, related to the filing of the Interpleader and to hereby agree to indemnify and hold escrowee harmless from any and all
 39 claims and demands, including the payment of reasonable attorney's fees, costs and expenses.

39 4. PURCHASER AT KNOWLEDGE RECEIPT OF SELLERS RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT, IF APPLICABLE
 40 5. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE AND THE FOLLOWING RIDERS ATTACHED HERETO AND
 41 MADE A PART HEREOF: Rider 5
 42 6. DUAL AGENCY CONFIRMATION OF CONSENT: The undersigned confirm that they have previously consented to _____ acting as a Dual Agent in providing
 43 consent to licensee acting as a Dual Agent in regard to the transaction referred to in this document.
 44
 45 7. Spencer Thomas _____
 46 _____
 47
 48 8. The Real Estate Brokers named below shall be compensated in accordance with their agreements with their clients and/or any offer of compensation made by the
 49 Listing Broker in a multiple listing service in which the Listing and Cooperating Brokers both participate.
 50
 51 9. It is agreed by and between the parties hereto that their respective attorneys may make modifications to the contract other than the price, broker's compensation
 52 and dates mutually acceptable to the parties. If within 5 days after acceptance of the Contract, it becomes evident agreement cannot be reached by
 53 the parties hereto regarding the proposed modifications of their attorneys and written notice thereof is given to either party within the period specified herein, then
 54 this Contract shall become null and void and all monies paid by the Purchaser shall be refunded upon joint written direction of both parties to escrow. IN THE
 55 ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO,
 56 AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.
 57
 58 10. Purchaser's obligation to purchase under the Contract is subject to the inspection and appraisal of the condition of the property by the Purchaser. Purchaser's
 59 agent at Purchaser's expense within 5 days from the date of acceptance of this Contract, Purchaser shall indemnify Seller from and against
 60 all loss or damage to the property caused by the act or omission of Purchaser or Purchaser's agent performing such inspection. In the event the condition of the
 61 property is not approved, written notice shall be given to the Seller or Seller's agent by the Purchaser within the time specified for appraisal and thereupon Seller's
 62 obligation to sell and Purchaser's obligation to purchase under the contract shall become null and void and all monies paid by the Purchaser shall be refunded upon
 63 joint written direction of both parties to escrow. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL
 64 BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

64 SELLER AGREES TO PAY: KUENIG 5 STREET 2.5% PURCHASE
 PURCHASER: Spencer Thomas ADDRESS: 180 N. Cass St # 1702 Chicago, IL 60601
312-462-8676

PURCHASER: _____ ADDRESS: _____
 ACCEPTANCE OF CONTRACT BY SELLER
 This 4 day of June 1996 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: Theodore Gurdak ADDRESS: _____
 SELLER: Louise Gurdak ADDRESS: _____

FOR INFORMATIONAL PURPOSES
 Listing Office: Spencer's Street Address: 1900 N. Clark
 Seller's Designated Agent Name: Denata Piel Phone: 642/1000
 Cooperating Office: _____ Address: _____
 Buyer's Designated Agent Name: _____ Phone: _____

Revised 11/94

66460673
 THESE COPIES AND ARE NOT ORIGINAL SIGNATURES
 THE SIGNATURES OF THE PARTIES TO THIS DOCUMENT

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2025.04.07

PROVISIONS

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1. Real estate taxes based on most recent ascertainable taxes, rent, interest on existing mortgage, if any, water taxes and other items shall be prorated to date of closing. If property herein is improved, but last available tax bill is on vacant land, parties hereto agree to prorate taxes when bill on improved property is available. Security deposits, if any, shall be paid to Purchaser at closing.

The provisions of the Illinois Uniform Real Estate Brokerage Act of the State of Illinois shall be applicable to this contract.

2. At least five days prior to closing date, Seller shall deliver to Purchaser or his agent evidence of marketable title in the intended grantor to be exhibiting proper Municipal Certificate of Title or a certified copy thereof, subject to no other exceptions than those listed on the reverse side hereof, and a currently dated special Tax Report issued by the Registrar of Titles, or, by delivering a Commitment for Title Insurance of a title insurance company existing on or subsequent to the date of the agent's plan of title to be shown, in the amount of the purchase price, subject to no other exceptions than those listed on the reverse side hereof and the listed exceptions contained in said commitment. Delay in delivery by Seller of Commitment for Title Insurance due to failure by Purchaser's mortgagee in recording mortgage and bringing down title shall not be a default of this contract. Every Certificate of Title or Commitment for Title Insurance furnished by Seller hereunder shall be conclusive evidence of title, as therein shown. If evidence of title discloses any exceptions, Seller, within thirty days from Seller's receipt of evidence of title to cure such exceptions and notify Purchaser accordingly. Seller, within a reasonable time, shall have to be removed at closing by payment of money. Seller may have same removed at closing by using the proceeds of sale or payment thereof.

3. A notice of non-compliance shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of such notice is required if not followed and returned post requested, shall be sufficient service when the notice is mailed. Notices may also be served by personal delivery or by registered mail delivery, or by mail, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by registered mail on the date of transmission.

4. In the event default by Purchaser, the earnest money, less the expense and commission of the listing broker, shall be paid to the Seller. Seller defaults, the earnest money, at the option of Purchaser, shall be refunded to Purchaser, but such refunding shall not release Seller from the obligation of this contract. Escrowee shall give written notice to Seller and Purchaser indicating escrowee's intended disposition of the earnest money and request the Seller's and Purchaser's written consent in the escrowee's intended disposition of the earnest money within thirty (30) days after the date of mailing of the Notice. However Seller and Purchaser, hereby acknowledge that if escrowee is a licensed real estate broker, as hereinafter defined, the earnest money, with or without the joint written direction of the Seller and Purchaser or their authorized agent, if escrowee is not a licensed real estate broker, Seller and Purchaser hereby agree that if neither party object, in writing, to the proposed disposition of the earnest money within thirty (30) days after the date of mailing of said notice, that escrowee shall proceed to dispose of the earnest money as he or she may see fit.

5. Seller represents and warrants that the listing broker does not receive the joint written direction of the Seller and Purchaser authorizing the disposition of the earnest money, then the parties hereto agree that the escrowee may deposit the earnest money with the Clerk of the Circuit Court of Cook County, Illinois, as a deposit in Interpleader. The parties agree that escrowee may be reimbursed from the earnest money for all costs and expenses incurred in connection with the filing of the Interpleader and do hereby agree to indemnify and hold escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such default claims and demands.

6. Seller represents and warrants that the heating, plumbing, electrical, central cooling, ventilating systems, appliances and fixtures on the premises are in working order and will be so at the time of closing, and that the roof is free of leaks and will be so at the time of closing. Purchaser shall have the right to inspect the property during the forty-four period immediately prior to closing to verify that such are in working order and that the property is in substantially the same condition as shown on the floor plan and tear excepted, as of the date of this Contract.

7. As the property is new construction, the Purchaser and Seller agree to comply with all insulation disclosure requirements as provided by the Federal Trade Commission, and Rider B, when applicable.

8. Seller warrants that no notice from any state, local or other governmental authority of a dwelling code violation which currently exists in the above premises has been issued and received by Seller or his agent. If a notice is received between date of acceptance of the Contract and the date of closing, Seller shall promptly notify Purchaser of such notice.

9. If the subject property is located in the City of Chicago, Seller and Purchaser agree that Seller and Purchaser shall comply with provisions of Chapter 93-2 of the Chicago Municipal Code concerning Housing Lost Due to Fire for the subject property.

10. At the request of Seller or Purchaser evidenced by notice in writing to the other party at any time prior to the date of delivery of deed hereunder, this sale shall be closed through an escrow with a title insurance company in accordance with the general provisions of the usual form of deed and Money Escrow Agreement then furnished and in use by said company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the execution of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow and the Broker shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Purchaser and Seller.

11. Prior to closing, Seller shall furnish a survey by a licensed land surveyor dated no more than six (6) months prior to date of closing heretofore showing the present location of all improvements. If Purchaser or Purchaser's mortgagee desires a more recent or extensive survey, same shall be obtained at Purchaser's expense.

12. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth herein and an ALTA form if required by Purchaser's mortgagee, or the Title Insurance Company for extended coverage.

13. Right is reserved by either party to insert correct legal description at any time, without notice, when same is available.

14. Seller shall have the right to pay off any existing mortgages out of the proceeds of this sale.

15. Purchaser may place a mortgage on this property and apply proceeds of such mortgage to the purchase price. In the event this transaction does not close, Purchaser agrees to promptly cause release of same.

16. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1971, as amended, and the Illinois Responsible Property Transfer Act of 1988 as amended.

17. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by the Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration required by Seller or Seller's agent or 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 designated party in said ordinance.

18. Seller shall remove from premises by date of possession all debris and Seller's personal property not conveyed by Bill of Sale to Purchaser.

19. Seller agrees to surrender possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted.

20. Time is of the essence of this contract.

21. Wherever appropriate, the singular includes the plural and masculine includes the feminine or neuter.

22. In the event the property is in a flood plain and flood insurance is required by Purchaser's lender, Purchaser shall pay for same.

Handwritten signatures and notes at the bottom of the page, including a signature that appears to read "James J. [unclear]".

988 25-000000

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2025 JUN 10

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EDWARD J. ROSEWELL COOK COUNTY TREASURER
06/13/96 Receipt : 3100 Employee : GARY Page : 1

FEIN : 17-03-107-042-0000 Volume : 000580

Address : 1404 N BOSWORTH AV/CHICAGO, IL 60622348

Name : GURIAK THEODORE M

Mailing : 1404 N BOSWORTH AV/CHICAGO, IL 60622348

Legal Description :

Sub-division Name : H F BROWN & OTHERS SUB BK5 CANAL TRUSTEE

Legal : H F BROWN & OTHERS SUB OF BK 5 IN CANAL TRUSTEES SUB (SEE A) R
DATE: 12/28/1838

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COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: 312.603.1000 FAX: 312.603.1001
WWW.COOKCOUNTYCLERK.COM

Special Payment
180 N. La Salle #2016
Chicago, IL 60601

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