

REALTOR ASSOCIATION OF THE WESTERN SUBURBS STANDARD RESIDENTIAL SALES CONTRACT

CASH OFFER



1 BUYER(S) JMK GROUP, INC.
2 Address 3013 S. WOLF ROAD; City WESTCHESTER; State IL; Zip 60154
3 agrees to purchase, and SELLER(S) COOK COUNTY
4 Address; City; Zip
5 agrees to sell to Buyer(s) at the price of \$73,000.00 Dollars
6 \$73,000.00
7 PROPERTY commonly known as 17834 Cook Ave. MAYWOOD OFFICE
8 (City of HANESWOOD, IL; County of COOK (Illinois))

9 a complete legal description may be attached as an exhibit by either party, (hereinafter referred to as 'the property') with approximate lot dimensions of per survey together with all existing improvements and fixtures, if any, which shall be left on the property, are included in the sale price, and shall be transferred to the Buyer(s) by a Bill of Sale at the time of closing; including, but not limited to: hot water heater; plumbing and electrical fixtures; sump pumps; central heating and cooling; humidifying and filtering equipment; fixed carpeting; built-in kitchen appliances; equipment and cabinets; water softener (except rental units); storm and screen windows and doors; attached shutters, window treatment hardware, blinds and shades, shelving systems, fireplace screens; roof or attic T.V. antenna; all planted vegetation; garage door openers and car units; and the following items of personal property: stove, refrigerator on premises

16 EXCLUSIONS: Personal Property not referred to herein is excluded.
17 2. THE EARNEST MONEY: Buyer(s) has paid \$3000.00 by check due date n/a

18 (and will pay within days the additional sum of \$ n/a) as earnest money to be applied on the purchase price. The earnest money shall be held by the Listing Broker for the mutual benefit of the parties concerned and upon the closing of the sale, shall be applied first to the payment of any expenses incurred by the Listing Broker for the Seller(s) in respect to this transaction, and second to the payment of the broker's sales commission, rendering the surplus, if any, to the Seller(s). The balance of the purchase price shall be paid at closing.
22 3. THE CLOSING DATE: The closing date shall be 30 days or sooner by agreement (or on the date, if any, to which said date is extended by reason of paragraphs 6 and 14) in the County where the property is located at either Buyer's lending institution or the Seller's title company.

24 4. POSSESSION: POSSESSION SHALL BE GRANTED TO THE BUYER(S) AT THE COMPLETION OF CLOSING, UNLESS OTHERWISE AGREED IN WRITING BY BOTH PARTIES.

26 5. THE DEED: Seller(s) shall convey or cause to be conveyed to Buyer(s) or at Buyer's direction, by a recordable, stamped general warranty deed with release of homestead rights, or Trustee's deed if applicable, good title to the property subject only to the following "permitted exceptions" if any, none of which shall impair the use of the property as a residence: (a) General real estate taxes not due and payable at time of closing; (b) Special Assessments confirmed after this Contract date; (c) Building, building line and use or occupancy restrictions, conditions and covenants of record; (d) Zoning laws and Ordinances; (e) Easements for public utilities; (f) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (g) If the property is other than a detached, single-family home, party walls, party wall rights and agreements; terms, provisions, covenants, and conditions of the declaration of condominium, if any, and all amendments thereto; any easements established by or implied from the said declaration of condominium or amendments thereto, if any; limitations and conditions imposed by the Illinois Condominium Property Act, and if applicable, installments of assessments due after the date of closing.

30 6. LOAN CONTINGENCY: If this Contract is subject to the contingency that the Buyer(s) shall obtain a loan, then the Buyer(s) shall, within the time specified in this section, or there shall be made available to Buyer(s), a written commitment for a loan to be secured by a mortgage or trust deed on the property if the amount of \$ or such lesser sum as Buyer(s) accepts; (b) if after the Buyer(s) has submitted a true loan application and otherwise made every reasonable effort to procure a loan commitment from any source made available to Buyer(s) and has been unable to do so, and after giving written notice thereof upon Seller(s) or Seller's attorney within 1 business day of the time specified herein for securing such commitment, then this Contract shall become null and void, and all monies paid by Buyer(s) hereunder shall be refunded; however, if Seller(s) at Seller's option, notifies Buyer(s) within 10 days of Buyer's notice, that Seller(s) intends to procure for Buyer(s) such a commitment within 4 days, then this Contract shall remain in full force and effect. IN THE EVENT BUYER(S) DOES NOT SERVE NOTICE OF FAILURE TO PROCURE SAID LOAN COMMITMENT UPON SELLER(S) AS HEREIN PROVIDED, THEN THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT WITHOUT ANY LOAN CONTINGENCIES; (c) Buyer(s) shall, at Buyer's expense, execute all documents necessary to procure a mortgage loan from any source. Buyer(s) shall be allowed a reasonable time prior to closing to have a mortgage or trust deed placed of record and to arrange for access to the proceeds thereof, and any delays caused by Buyer(s) Lender shall not constitute a default by Seller(s). Seller(s) shall allow reasonable inspection of the premises by Buyer(s) Lender and furnish any pertinent information requested by lender's representative; (d) The type of loan Buyer(s) shall secure is as follows: (DELETE THOSE ITEMS WHICH DO NOT APPLY)

- (1) Conventional (Fixed or Adjustable Rate) Mortgage. Rider 401 shall be completed, executed by the parties and shall become a part of this Contract.
(2) F.H.A. Mortgage. Rider 402 shall be completed, executed by the parties and shall become a part of this Contract.
(3) VA Mortgage. Rider 403 shall be completed, executed by the parties and shall become a part of this Contract.
(4) Assumption of existing mortgage. Rider 404 shall be completed, executed by the parties and shall become a part of this Contract.

54 7. PRORATIONS: (a) Real estate taxes payable shall be paid by or at closing by Seller. Real estate taxes that are a lien on the property but not yet payable shall be prorated to the date of closing as follows: (check one)

- ( ) (i) Based upon 105% of the most recent available tax bill; or
[X] (ii) Based upon the most recent net tax valuation factors, the latest known equalization factors, and the latest known tax rate.

60 Seller represents that there have been no improvements to the property which are not included in full in the determination of the net assessed valuation or in the calculation of the latest known tax bill, whichever method of proration is selected above. This representation shall survive the closing.

62 (b) Premiums on any insurance policies assigned to Buyer(s); rents, if the subject real estate is not owner-occupied; accrued interest on any assumed mortgage, water and sewer charges, fuels, and private service contracts; homeowners and/or condominium association dues and assessments, if any, shall be prorated as of the closing date.

66 8. This Contract may be subject to the provisions of the Residential Property Disclosure Act.

67 9. OTHER TERMS AND CONDITIONS: This contract incorporates the Terms and Conditions set forth above, on the reverse side and the Riders signed by the parties and attached hereto numbered: Rider 406, Rider #12. THE PRINTED MATTER OF THIS CONTRACT HAS BEEN PREPARED UNDER THE SUPERVISION OF THE REALTOR ASSOCIATION OF THE WESTERN SUBURBS AND THE DUPAGE COUNTY BAR ASSOCIATION. THE PARTIES ARE CAUTIONED THAT THIS IS A LEGALLY BINDING CONTRACT AND TO SEEK LEGAL COUNSEL.

71 Date of Acceptance May 10, 1996 (The date shall be imported only after the parties have agreed to all the terms and conditions of this Contract)

72 BUYER(S) JMK Group, Inc. SELLER(S) James Dennis

73 Tax I.D./S.S. # BUYER(S) SELLER(S) 346-07-9373

74 BUYER(S) SELLER(S)

75 Tax I.D./S.S. # BUYER(S) SELLER(S) 96467186

76 BUYER'S AGENT JMK Group, Inc. SELLER'S AGENT

77 If same agent for Seller and Buyer execute Confirmation of Consent to Dual Agency

78 BUYER'S ATTORNEY Donald Whittaker 708 665-9608 SELLER'S ATTORNEY

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79 10. ATTORNEYS MODIFICATION: The terms of this Contract, (and all riders attached) except purchase price are subject to modification by the
80 parties' attorneys within 5 business days from the date of acceptance. Notice of modification, if any, shall be in writing and shall state the specific
81 terms being modified and the suggested revisions. If within 10 business days of the date of acceptance, agreement is not reached, this Contract
82 shall be null and void, and all earnest money shall be returned to Buyer(s).

83 11. PERFORMANCE: Time is of the essence of this Contract. Should Buyer(s) fail to perform this Contract, then at the option of the Seller(s) and upon
84 written notice to Buyer(s), the earnest money shall be forfeited by Buyer(s) as liquidated damages and this Contract shall thereupon become null and
85 void and Seller(s) shall have the right, if necessary and applicable, to re-enter and take possession of the premises aforesaid, and all right in and title
86 to the premises and any and all improvements made upon said premises by Buyer(s) shall vest in Seller(s). Buyer(s) or Seller(s) shall pay all reasonable
87 attorneys' fees and costs incurred by the prevailing party in enforcing the terms and provisions of this Contract, including forfeiture or specific
88 performance, or in defending any proceeding to which Buyer(s) or Seller(s) is made a party as a result of the acts or omissions of the other party.

89 12. INSPECTIONS AND WARRANTIES: Buyer(s) shall be permitted reasonable inspection of the premises prior to closing. Buyer(s) is requested to make
90 a preliminary inspection at least 10 days prior to closing and thereafter promptly to serve written notice to Seller(s) of any non-compliance with paragraph
91 13(b), which Seller(s) shall promptly remedy, at Seller(s) expense. A final inspection of the premises including all equipment, appliances and systems
92 shall be made, if requested within 5 days prior to the closing date. The covenants, warranties and other provisions of this Contract shall survive the closing
93 of this transaction; however, nothing contained in paragraph 13(b) shall be construed as a warranty that the items therein mentioned will remain in good
94 repair beyond the closing. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM BUYER(S) PRIOR TO CLOSING, IT SHALL BE
95 CONCLUDED THAT THE CONDITION OF THE PREMISES AND THE ABOVE EQUIPMENT IS SATISFACTORY TO BUYER(S), AND SELLER(S) SHALL
96 HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.

97 13. SELLER(S) REPRESENTATIONS: Seller(s) represents (a) that Seller(s) has not received a notice from any governmental body of any
98 ordinance or building code violation or pending rezoning, reassessment, or special assessment proceedings affecting the premises; (b) that all
99 equipment and appliances to be conveyed, including, but not limited to, the following are in operating condition on the date of closing: all
100 mechanical equipment, heating and cooling equipment, water heaters, and softeners, septic and plumbing systems, electrical systems, kitchen
101 equipment remaining with the premises, and any miscellaneous mechanical personal property to be transferred to the Buyer(s); (c) if the property
102 is being sold in an "AS IS" condition. Rider 408 attached and made a part of this Contract, and representations contained in (b) in this paragraph
103 of this Contract shall not apply.

104 14. TITLE: (a) At least 1 business day prior to the closing date, Seller(s) shall furnish or cause to be furnished to Buyer(s) at Seller(s) expense, a
105 commitment issued by a title insurance company licensed to do business in the State of Illinois, to issue an owner's title insurance policy on the current
106 form of American Land Title Association Owner's Policy (or equivalent policy) including coverage over General Schedule B exceptions in the amount of
107 the purchase price covering the date hereof, subject only to: (1) the "permitted exceptions" as set forth in paragraph 5, (2) title exceptions pertaining to
108 liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money at the time of closing (an amount sufficient
109 to secure the release of such title exceptions shall be deducted from the proceeds of sale due Seller(s) at closing, and (3) acts done or suffered by or
110 judgments against Buyer(s), or those claiming by, through or under Buyer(s). (b) If the title commitment discloses unpermitted exceptions, Seller(s) shall
111 have 30 days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage
112 that may be caused by such exceptions and the closing date shall be delayed, if necessary, during said 30-day period to allow Seller(s) time to have said
113 exceptions waived. If Seller(s) fails to have unpermitted exceptions waived, or, in the alternative, to obtain a commitment for title insurance specified
114 above as to such exceptions, within the specified time, Buyer(s) may terminate the Contract between the parties, or may elect, upon notice to Seller(s)
115 within 10 days after the expiration of the 30-day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances
116 of a definite or ascertainable amount. If Buyer(s) does not so elect, the Contract between the parties shall become null and void, without further action
117 of the parties, and all monies paid by Buyer(s) hereunder shall be refunded. (c) Every title commitment which conforms with subparagraph "a" shall be
118 conclusive evidence of good title as therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

119 15. AFFIDAVIT OF TITLE: Seller(s) shall furnish Buyer(s) at closing with an Affidavit of Title, covering the date of closing, subject only to those permitted
120 special exceptions set forth in paragraph 5, and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner
121 specified in paragraph 14. In the event that this contract between the parties calls for title to be conveyed by a Trustee's Deed, the Affidavit of Title required
122 to be furnished by Seller(s) shall be signed by the beneficiaries of said Trust.

123 16. CLEAN CONDITION: Seller(s) agrees to leave the premises in broom clean condition. All refuse and personal property not to be conveyed to Buyer(s)
124 shall be removed from the premises at Seller's expense before the date of possession.

125 17. ESCROW CLOSING: At the election of Seller(s) or Buyer(s), upon notice to the other party not less than 5 days prior to the closing date, the sale
126 shall be closed through an Escrow with a title company licensed to do business in the State of Illinois, in accordance with the general provisions of a deed
127 and money escrow agreement consistent with the terms of this Contract. Upon the creation of such an Escrow, anything in this Contract between the
128 parties to the contrary notwithstanding, payment of the purchase price and delivery of the Deed shall be made through the Escrow. The cost of the Escrow
129 shall be divided equally between the Seller(s) and Buyer(s), except that Buyer(s) shall pay the mortgage lender's escrow charges.

130 18. NOTICES: All notices required pursuant to this Contract shall be in writing and signed by Seller or Buyer or their attorney or attorney in fact and shall
131 be given by: (a) certified or registered mail, return receipt requested, and sent to the Parties or their attorneys at the addresses recited herein, which
132 notice shall be effective on the date of post mark in the U.S. mail or (b) personally served on the Seller, Buyer or the attorney, or (c) transmission of notice
133 between the parties or their attorneys via facsimile shall be sufficient, provided that the notice transmitted shall be sent on business days (Monday through
134 Friday excluding weekends and legal holidays), during business hours (9:00 a.m. to 5:00 p.m.) If the facsimile is sent on a Saturday, Sunday or legal
135 holiday or after 5:00 p.m. Monday through Friday, the effective date shall be the next business day. Notice to any one of a multiple person party shall
136 be sufficient notice to all.

137 19. SURVEY: Prior to closing date, Seller(s) shall at Seller(s) expense deliver to Buyer(s) or Buyer's attorney a spotted survey of the premises, dated
138 not more than 6 months prior to the closing date, certified by a licensed surveyor, having all corners staked and showing all improvements, easements,
139 and building lines existing as of this contract date. (In the event the premises is a condominium, only a copy of the pages showing said premises on the
140 recorded survey attached to the Declaration of Condominium shall be required.) If requested, Seller(s) shall provide an affidavit verifying that no changes
141 in improvements have been made since the date of said survey.

142 20. RISK OF LOSS: In the event that, prior to closing, the subject premises shall be destroyed by fire or other casualty to an extent that the cost of repair
143 thereof exceeds 10% of the purchase price set forth herein; or in the event any portion of the subject premises shall be taken by condemnation, then,
144 at the option of either party hereto, this Contract shall be declared null and void, and Buyer(s) shall be entitled to a return of all monies paid hereunder.

145 21. FLOOD PLAIN: Buyer(s) will obtain flood insurance if the premises is located within a designated flood plain as determined by the Flood Plain Maps
146 or the Department of Housing and Urban Development, and if said insurance is required by Buyer(s) lender.

147 22. TRANSFER TAX STAMPS: (a) Seller(s) shall pay for the State of Illinois and County Real Estate Transfer Tax Stamps. (b) Any applicable City or Village
148 transfer tax shall be paid by the party designated in the Ordinance of the Municipality imposing the tax except if no party is so designated, then the City
149 or Village transfer tax shall be paid by Buyer(s).

150 23. WELL AND SEPTIC TEST: In the event the premises has either a well or a septic system, Seller(s) shall provide to Buyer(s) at Seller(s) expense,
151 prior to closing, test results indicating such system to be in compliance with the applicable state statutes and county health department regulations.

152 24. STATEMENT OF ASSESSMENTS: In the event the premises is a townhouse, condominium, or otherwise subject to a homeowner's association,
153 Seller(s) shall prior to closing furnish Buyer(s) a statement from the Board of Managers, Treasurer, or Managing Agent of the owner's association certifying
154 payment of assessments for common expenses through the date of closing and Certificate of Insurance, if any, and, if applicable, proof of waiver or
155 termination of any right of first refusal or general option contained in the Declaration of Condominium or Declaration of Covenants. Conditions and
156 Restrictions, and any other documents as required by Statute, Declaration, Bylaws, or Covenants as a precondition to transfer of ownership.

157 25. STATUTORY COMPLIANCE: Buyer(s) and Seller(s) shall provide, and consent to the reporting of all information regarding the sale required by any
158 act, regulation or statute, including all amendments thereto, of the United States of America, or State of Illinois or any agency or subdivision thereof.

159 26. MERGER OF AGREEMENTS: This agreement contains the entire agreement between the parties hereto. All negotiations between the parties are
160 merged in this Agreement, and there are no understandings or agreements other than those incorporated in this Agreement.

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RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT



NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 17834 Park Ave., Homewood
City, State & Zip Code: Homewood, Illinois 60430
Seller's Name: JAMES S. PANIC and Edith M. PANIC

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of May 2, 1996 and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes", "no", "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

- 1. YES [X] NO [ ] N/A [ ] Seller has occupied the property within the last 12 months. (No explanation is needed.)
2. YES [ ] NO [X] N/A [ ] I am aware of flooding or recurring leakage problems in the crawlspace or basement.
3. YES [ ] NO [X] N/A [ ] I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.
4. YES [ ] NO [X] N/A [ ] I am aware of material defects in the basement or foundation (including cracks and bulges).
5. YES [ ] NO [X] N/A [ ] I am aware of leaks or material defects in the roof, ceilings or chimney.
6. YES [ ] NO [X] N/A [ ] I am aware of material defects in the walls or floors.
7. YES [ ] NO [X] N/A [ ] I am aware of material defects in the electrical system.
8. YES [ ] NO [X] N/A [ ] I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).
9. YES [ ] NO [X] N/A [ ] I am aware of material defects in the well or well equipment.
10. YES [ ] NO [X] N/A [ ] I am aware of unsafe conditions in the drinking water.
11. YES [ ] NO [X] N/A [ ] I am aware of material defects in the heating, air conditioning, or ventilating systems.
12. YES [ ] NO [X] N/A [ ] I am aware of material defects in the fireplace or woodburning stove.
13. YES [ ] NO [X] N/A [ ] I am aware of material defects in the septic, sanitary sewer, or other disposal system.
14. YES [ ] NO [X] N/A [ ] I am aware of unsafe concentrations of radon on the premises.
15. YES [ ] NO [X] N/A [ ] I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
16. YES [ ] NO [X] N/A [ ] I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
17. YES [ ] NO [X] N/A [ ] I am aware of mine subsidence, underground pits, settlement, slumping, upheaval, or other earth stability defects on the premises.
18. YES [ ] NO [X] N/A [ ] I am aware of current infestations of termites or other wood boring insects.
19. YES [ ] NO [X] N/A [ ] I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
20. YES [ ] NO [X] N/A [ ] I am aware of underground fuel storage tanks on the property.
21. YES [ ] NO [X] N/A [ ] I am aware of boundary or lot line disputes.
22. YES [ ] NO [X] N/A [ ] I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

Check here if additional pages used: \_\_\_\_\_

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: James Panici Date: May 2, 1996
Seller: Edith M. Panici Date: \_\_\_\_\_

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: [Signature] Date: 5/10/96 Time: 1:00 p.m.
Prospective Buyer: [Signature] Date: \_\_\_\_\_ Time: \_\_\_\_\_

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## GREATER SOUTH SUBURBAN BOARD OF REALTORS® RIDER 12 USE AND OCCUPANCY AGREEMENT

THIS AGREEMENT IS SUPPLEMENT TO AND PART OF A CERTAIN REAL ESTATE SALE CONTRACT DATED, May 10, 1996  
BETWEEN owner of record  
AS SELLER'S AND JMK Corp, Inc.  
AS BUYER'S OF THE REAL ESTATE COMMONLY KNOWN AS 17834  
York Ave, Homewood, IL

SELLER shall be allowed to remain in possession of the aforementioned real estate for a period of 60 days following the closing at which time SELLER's shall surrender and deliver possession of the premises to the BUYER. In consideration of BUYER allowing SELLER's to remain on said real estate, SELLER's agree as follows:

1. To pay the BUYER's the sum of \$ 25.00 per day for use and occupancy of the premises for each and every day following closing up to and including 60 Days after closing.
2. Said payment shall be deducted from a use and occupancy escrow of \$ 1,500.00 when SELLER's vacate the premises on or before the aforesaid date and time, and requests refund of escrow monies from a mutually agreed party who shall serve as the escrowee of said funds.
3. Upon surrender of said real estate by SELLER's to BUYER's, said real estate shall be in the same condition as it was at the time of the signing of the contract, ordinary wear and tear excepted. This representation shall survive the closing until BUYER's have had a reasonable time to inspect the premises.
4. In the event SELLER's vacate the premises and tender possession to BUYER in compliance with the aforementioned terms, any unused portion of the escrow funds shall be refunded to the SELLER.
5. The escrowee shall hold the escrow funds for the mutual benefit of both parties and incur no liability to either BUYER or SELLER in the instance where the escrowee has complied with its responsibilities and the laws of the State of Illinois.

BUYERS:

SELLERS:

JMK Corp Inc. by [Signature] James Danini

DATE: May 10, 1996

DATE: \_\_\_\_\_

RE/MAX South Suburban  
Escrowee

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17834 Park Ave.  
Homewood, IL 60430

RIDER 408  
"AS IS" CONDITION

The premises have been inspected by Buyer and Buyer is making this offer to purchase the premises in their present condition "AS IS". No representations, other than those contained in subparagraph 7 (a) of this contract, have been made by Seller or Seller's agents with respect to the condition of the premises or any appurtenances thereto or to any personal property or fixtures to be conveyed or transferred therewith.

THE PRINTED MATTER OF THIS RIDER HAS BEEN PREPARED UNDER THE SUPERVISION OF THE DUPAGE BOARD OF REALTORS® AND THE DUPAGE COUNTY BAR ASSOCIATION. THIS RIDER IS NOT BINDING UNLESS PROPERLY SIGNED.

BUYERS:

JMK Group, Inc. by J. J. [Signature]

SELLERS:

James Danici [Signature]

Q REV. 2/08

MAIL TO:

JMK Group, Inc.  
3013 S. Wolf Road  
Westchester, IL 60154

COOK COUNTY  
RECORDER  
JESSE WHITE  
MAYWOOD OFFICE

**0001**	
RECORDING #	09.00
MAILING #	0.50
PENALTY #	00.00
96467186 #	
SUBTOTAL	55.50
CASH	55.50

06/12/08

3 PURC DTR  
0015 MON 15:01

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4/27/2011