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DEPT-01 RECORDING 157.50
 RIDER TO REAL ESTATE SALES CONTRACT TRAN 0936 06/26/96 12:21:00
 BY AND BETWEEN 15855 & P.C. #-96-491772
 BRANDESS HOME BUILDERS, INC. AS SELLER COOK COUNTY RECORDER

96491772

and
 TERRY A. MAX and TAMMY A. MAX as Purchasers
 FOR THE PROPERTY COMMONLY KNOWN AS
 LOT 21 IN AVANTI RIDGE SUBDIVISION,
 NORTHBROOK, ILLINOIS 60062 DEPT-10 PENALTY 154.00

DONE AT CUSTOMER'S REQUEST

1. To the extent that the terms and conditions of this Rider conflict with the terms and conditions of this Contract, the terms and conditions of this Rider shall prevail. To the extent they are not in conflict they shall be joined together.

2. Paragraph Three (3) of the Contract shall be amended to provide that earnest money shall be increased to a total of ^{10%} 3~~5~~ upon execution of this Rider and shall be increased an additional 5% ^{ON FOUNDATION} when the seller breaks ground, and shall be increased a final 5% upon the seller finishing the ~~drywall~~ ^{ROOF}. *JK TM AM*

3. Paragraph Four-A (4A) of the Contract shall be amended to provide that in the event the seller wishes to obtain financing, they shall have 45 days after receipt of notice that purchasers are unable to obtain financing or the Contract shall be null and void.

4. Paragraph Five (5) of the Contract shall be amended to provide that the architectural modifications discussed per Contract shall be done at no cost to the purchasers.

5. Paragraph Six (6) shall be amended to provide that in the event the seller desires to make any of the changes indicated, they shall do so with notice and with approval or the purchaser, at their option, shall have the right to declare this Contract null and void and receive full return of their earnest money.

"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."

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 \$111.50
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5/11/2011

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6. Paragraph Six-A (6A) subsection VII shall be amended to omit the words "to the best of its ability".

7. Paragraph Six-B, III (6B, III) shall be amended to provide that this shall only take effect after the first year warranty that all settling and cracks within the first year on the concrete or driveway will be repaired during the first year.

8. Paragraph Seven (7) shall be amended to provide that the parties shall reproporate the taxes upon actual issuance of the tax bill.

9. Paragraph Nine-B (9B) shall be amended to provide that the closing shall occur at Chicago Title and Trust, 500 Skokie Blvd., Northbrook, Illinois at a mutually convenient time.

10. Paragraph Nine-C (9C) shall be amended to provide for an exception for driveway and front walk.

11. Paragraph Nine-F (9F) shall be amended to provide that this clause shall not take effect until the purchasers' receive a seven (7) day written notice and a chance to cure said default.

12. Paragraph Ten-A (10A) shall be amended to provide that the purchasers shall not take subject to special assessments or taxes from improvements not yet completed.

13. Paragraph Ten (10) shall be amended to provide that the contractors shall have 30 days in which to cure any exceptions to title.

14. Paragraph Eleven A, IV (11A, IV) shall be amended to provide that the survey shall be acceptable to the purchasers lender.

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15. Paragraph Twelve C and D (12 C, D) shall be amended to provide for prior notice and acceptance by the seller.

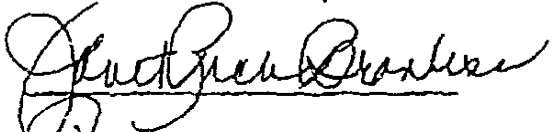
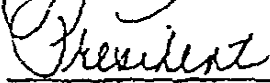
16. Paragraph Fourteen (14) shall be amended to provide that the sellers own exclusive remedies to the attention of the purchasers earnest money.

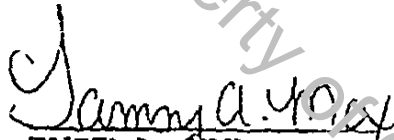
PURCHASER(S)

SELLER(S)

BRANDESS HOME BUILDERS, INC.


TERRY A. MAX

By: 
Its: 


TAMMY A. MAX



Law Office of Martin J. Rubin
555 Stevie Blvd #505
Northbrook IL 60062
(847) 272-1234

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BRANDESS HOMES
RIDER B

SUBDIVISION: AVANTI RIDGE LOT/SITE # 21 PLAN # _____ ELEV _____
 JOB ADDRESS: 815 Pinto Lane MODEL NAME: SHELBOURNE
 CITY: NORTHBROOK STATE: ILLINOIS ZIP 60062
 PURCHASER: M/M TERRY MAY PHONE # 509-1334
 PRESENT ADDRESS: 1047 LANDWEHR CITY & STATE NORTHBROOK
 GARAGE - LEFT RIGHT _____ START ORDER DATE _____

BUILD REVERSE

BASE PRICE \$ 373,200.00
 LOT/SITE PREMIUM \$ N/A.

OPTION #	DESCRIPTION	OPTION PRICE
	SPECIAL SIZING OF HOME	
	APPROXIMATELY 2900 sq ft	
	FIRST FLOOR MAID'S ROOM	
	LAUNDRY MOVED TO BASEMENT	
	3/4 BATH ATTACHED	
	3RD CAR GARAGE	
	BAY WITH SLIDING DOOR	1500
	IN BREAKFAST ROOM	
	PEDESTAL SINK IN	
	POWDER ROOM STD.	N/C
	CEMENT BLOCK ADDRESS	
	8" X 8" CERAMIC FLOOR	N/C
	TILE IN BATHS	
	12' X 12" IN FOYER AND	N/C
	MASTER BATH, POWDER	
	ROOM	
	BUILDERS STANDARD WHITE	N/C
	CABINET	
	CHROME HARDWARE	
	G.E. STANDARD 27" DBLE OVEN	N/C
	WITH COOKTOP	
	SOFFITS IN KITCHEN	
	CONTEMPORARY ELEVATION	
	WHITE TRIM	
	OPTIONS SUB-TOTAL	\$ <u>1,500</u>
	TOTAL SALES PRICE	\$ <u>361,585.00</u>

(13,115) BROKER'S DISCOUNT

PURCHASER: _____
 PURCHASER: Danny May
 SALES ASSOCIATE: [Signature]
 AUDIT: [Signature]
 SALES DIRECTOR: [Signature]

DATE 9/23/95
 DATE 9-23-95
 DATE 9-23-95
 DATE 9/27/95
 DATE 9-23-95

TO BE VALID THIS RIDER REQUIRES SIGNATURE FROM CORPORATE OFFICE

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CONTRACT

THIS AGREEMENT made this 23RD day of SEPTEMBER 1995 a.d., by and between BRANDESS HOME BUILDERS, INC., an Illinois corporation (hereinafter referred to as "Contractor")

and

TERRY A. MAX AND TAMMY A. MAX
(hereinafter referred to as "Purchaser(s)").

WITNESSETH:

WHEREAS Contractor owns or controls the real estate proposed to be developed and described and commonly known as _____ Pony Lane, Northbrook, IL 60062, and generally legally described as:

Lot # 21 in Avanti Ridge Subdivision, being a subdivision of part of the Northwest Quarter of Section 7, Township 42 North, Range 12, east of the Third Principal Meridian, in Cook County, Illinois.

(hereinafter referred to as the "Land") and,

WHEREAS Contractor is engaged in the business of construction and custom building of residential homes (hereinafter referred to as the "Home") and ,

WHEREAS Purchaser(s) desires to purchase the Land and a Home thereon, (hereinafter jointly referred to as the "Property"),

NOW THEREFORE IT IS HEREBY AGREED:

1. Sale. Contractor agrees that subject to it will cause to be constructed a Home upon the Land and agrees to sell the Property to Purchaser(s) and Purchaser(s) agrees that they will buy same, all in accordance with the following terms and conditions contained herein, and the following options per Schedules(s) A & B.

2. Price. Purchaser(s) agrees to pay Contractor for said Property the total sum of \$361,585.00 in accordance with the following terms and conditions contained herein.

3. Earnest Money Deposit. Purchaser(s) agrees to pay Contractor an earnest money deposit in the sum of \$1000.00 and will deposit the additional sum of:

36758

\$35,158 upon signing of contract AT EXPIRATION OF ATTY
\$36,158 upon mortgage commitment 45 DAYS APPROVAL.
\$ upon foundation

and agrees to pay the balance as hereinafter provided:

Any balance due and owing to the Contractor shall be paid upon closing.

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6. Construction of Home. Contractor agrees to construct a Home upon the Property in accordance with plans and specifications (including private walks and stoops) of its model known as the ~~HAZDENE~~, subject to compliance with all Village of Northbrook Monotony Code Laws. In the event such laws forbid construction of the particular model, design, elevation or layout of the home on the selected lot, Contractor reserves the right in its sole discretion, to change elevations, design or layout of the home or to switch lots to one which will comply with the Village requirements. The plans and specifications are, and will remain during construction of the Home, on file with Contractor.

A. In connection with the construction of the Home, Contractor agrees:

I. To furnish all labor and materials necessary to construct the Home, but reserves to itself the right to substitute any materials set forth in the plans and specifications provided said substitutes are of like or equal in quality to that specified.

II. To furnish a building permit for construction of the Home.

III. To do all work in accordance with local governmental rules and regulations and inspections.

IV. To do all work in a neat, workmanlike manner.

V. To provide Liability and Workman's Compensation and Builders Risk insurance in amounts and terms necessary during Construction.

VI. To provide a one year guarantee against defective workmanship or materials in the Home from the date of Purchaser(s)'s closing, and provided Purchaser(s) has given written notice to Contractor of such defective workmanship and/or material within said one year period.

VII. To provide Purchaser(s), to the best of its ability, with all written guarantees and/or warranties furnished by its subcontractors and suppliers on all work, materials and equipment which is furnished to Purchaser(s).

B. Contractor shall not be responsible for:

I. Maintenance, repair or replacement of public sidewalks and curbs surrounding the Property except where damage is directly caused by construction of the Home.

II. Any final grading of the Property or supplying of top soil (Contractor's obligation is limited to back fill and rough grading with existing soil).

III. Any settling of Home or foundation and consequent damage caused thereby, hairline concrete cracks, and nail pops in drywall partitions.

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7. Mortgage and Closing Costs. Purchaser(s) agrees that it shall be responsible for and pay for all mortgage and title costs relating to their mortgage and all closing costs (i.e., Lender's agency fees, escrow fees and the like.)

Purchaser(s) agrees that Contractor's sole responsibility shall be for Illinois Revenue Stamps and Owner's title insurance charges in the amount of the purchaser price. General real estate taxes to be prorated to date of conveyance of Property, based upon the value of the Land only.

8. Closing. The parties agree to close seven (7) months from issuance of building permit or eight (8) months from the date Purchaser(s) delivers a written commitment for mortgage to the Contractor, or agrees to purchase the Property without mortgage contingency, whichever is later, provided Contractor is not delayed in construction by strikes, war, riots, Acts of God, governmental regulations or restrictions, delays in material shipments or other causes or casualty beyond the control of Contractor, in which event Contractor shall be allowed such additional time to complete the Home as may have been caused by such delay. Any "Extra" ordered after the date hereof shall be deemed automatically extending the Closing date, and the Contractor shall not be responsible for such delay. No changes shall be permitted after the Home is under roof, unless consented to in writing by Contractor; and such change shall be deemed an Extra and shall extend Contractor's completion period as above.

9. Closing Date.

A. The closing date shall be determined and established by Contractor when the Home is substantially complete in Contractor's sole judgment; notice of closing date shall be sent by Contractor or its attorney.

B. The closing is to occur at offices of Chicago Title and Trust Co., 8707 N. Skokie Blvd., Skokie, Illinois at a mutually convenient time.

C. Walk through inspection shall occur within 48 hours prior to closing. During the walk through, a list of incomplete items shall be prepared with consent of Contractor's representative (the "Punch List"). No item incomplete because of weather restrictions shall be a Punch List item, but shall be deemed to be a Contract item remaining to be completed when weather permits.

D. No escrow shall be withheld from Contractor's sale price to fund Punch List repairs or Contract completion. Any hold back by Purchaser's lender shall be funded by Purchaser(s).

E. Closing shall not be delayed by weather-delayed improvements or Punch List repairs.

F. In the event that Purchaser(s) refuses or is unable to close as scheduled for any reason, and provided Contractor consents to extend such closing date, Purchaser(s) shall pay to Contractor daily interest computed at prime plus two percent (2%) per annum, from date of scheduled closing to the date of actual closing.

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10. Title Contingencies. Contractor shall deliver to Purchaser(s) and Purchaser(s) agrees to accept, a title commitment to the Property subject only to:

- A. Special assessments or taxes for improvements not yet completed.
- B. Building, building lines and use or occupancy restrictions. (Provided they do not in any way adversely affect the building of Home).
- C. Zoning and building laws and ordinances.
- D. Covenants, easements, roads and highways of record, if any.
- E. Annexation Agreement recorded 7-11-90 as Doc. #90-332884 and Declaration of Covenants recorded 10-24-90 as Doc. #90-520714.
- F. Objections suffered or caused by Purchaser(s).
- G. General taxes for the 199⁵ and subsequent years.

Contractor shall have 90 days within which to cure any objections to title; in default whereof this Contract shall be deemed void and all earnest money refunded to Purchaser(s).

11. Possession. Contractor shall give Purchaser(s) possession of the Property only upon closing hereunder. (As used herein, "Closing" shall mean the act of Purchaser's paying the balance due under this Contract and Contractor delivering the documents outline in "A" below)

Upon closing, the parties shall deliver to each other the following:

- A. By Contractor:
 - I. Keys to Home or key letter
 - II. Available written guarantees and warranties.
 - III. Bill of Sale, Affidavit of Title, ALTA, and customary closing documents.
 - IV. Conveyance deed and revenue declarations.
 - V. Survey.
- B. By Purchaser(s):
 - I. Payment of balance of purchase price due hereunder.
 - II. A signed document showing compliance with Contract Plans and Specifications and a release under this Contract save for Contractor's guarantee under paragraph 6A-VI (Rider A the "Completion Document") and latent defects excepted.

In the event Purchaser(s) shall take possession prior to closing, such act shall be deemed an act of default hereunder and shall be deemed to be a complete waiver and release of Contractor under this Contract.

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12. Purchaser's Selections of Extras and Standard Options: The following provisions regarding Extras shall be construed in conjunction with Rider C.

A. The Purchaser(s) must complete all selections on Contractor's Correlation Sheet no later than thirty (30) days from date of Contract or at such extended time requested and granted in writing by Contractor. Extra Work Authorization must be signed and returned by Purchaser(s) within five (5) days. Upon submission of Extra Work Authorization to Contractor, full payment for all Extras must be made. Standard "WHITE" selections, as listed on Correlation Sheet, will automatically be used on any items on Correlation Sheet not completed by Purchaser(s) within time provided.

B. After thirty (30) days from signing of Contract or any written extension thereof, changes to the Correlation Sheet will be allowed only with written permission of Contractor on an Extra Work Authorization. All late Extra Work Authorizations shall carry a \$250.00 surcharge. No changes, with the exception of electrical, shall be allowed after the Home is under roof. Purchaser(s) shall have ten (10) days from notification by Contractor that the Home is under roof within which to complete electrical change requests.

C. Contractor shall not be responsible for any variations in color, textures or manufacturing variations of any character or type, of any selected item, standard or upgraded, which may have been chosen by the Purchaser(s) or Contractor.

D. Contractor reserves the right to substitute Extras or upgrades with those of equal or better quality if the selected item is not available. Provided, however, if there is an additional charge for the substitution of the item, Purchaser(s) shall pay such additional charge upon Contractor's billing. If Purchaser(s) refuses to pay the additional charge, Contractor reserves the right and option to cancel the Extra and refund any portion paid therefor and cancel the upgrade and substitute its standard item.

13. Purchaser's Trades. Purchaser(s) understands and agrees that until Closing hereunder, Contractor shall be the sole party in charge of contracting for work on the Property. Purchaser(s) shall not let any contracts providing for work to be done on the Property prior to Closing hereunder, without permission in writing from the Contractor.

14. Default. Purchaser(s) acknowledges and agrees with Contractor that Purchaser(s)'s time of performance under this Contract is critical to Contractor's completion of the Home. Accordingly, Purchaser agrees that they will promptly and diligently pursue all of their obligations hereunder in strict accordance with the Contract terms, including, without limitation, applying for a mortgage commitment (if applicable), conferring with the architect and/or Contractor's representative for all architectural changes (if any), completing Correlation Sheet selections and designation of Extra Work Authorization and electrical changes, and thereafter, promptly closing the purchase transaction as designated.

Purchaser's failure to promptly perform hereunder shall be deemed an act of default under this Contract. Purchaser(s) acknowledges and agrees that in the event of their default, Contractor shall be caused irreparable damage which is not capable of accurate assessment and determination; that accordingly, upon such default and the declaration thereof by Contractor, the earnest money deposit and the payments for Extra Work Authorization shall be paid to and or retained by Contractor as liquidated damages for such default, and not as a penalty or forfeiture. Upon such declaration of default this Contract shall be deemed null and void for all purposes.

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15. Applicable Law. This Contract shall be interpreted under the laws of the State of Illinois.

16. Captions and Plural Persons. The captions of this Contract are only advisory and do not form a part hereof. References to "Purchaser(s)" shall denote the plural as well as the singular.

17. Binding Effect. This Contract is binding upon the parties hereto, their heirs, assignees, personal representatives, successors and assigns.

18. Entire Agreement. The parties agree that this Contract contains all the terms of the purchase of the Property and no oral agreements shall be valid or binding.

19. Illinois Responsible Property Transfer Act. Purchaser(s) and Contractor agree that the disclosure requirements of the Illinois Responsible Property Transfer Act do not apply to the transfer of Property contemplated by this contract except with respect to disclosure of underground storage tanks. Contractor states there are no underground storage tanks upon the Property.

20. Documents Delivered. On execution of this Contract, Contractor has delivered and Purchaser(s) acknowledges receipt of the following:

- A. Declaration of Covenants, Easements, & Restrictions.
- B. Annexation Agreement, and
- C. Corporate By-Laws of the Avanti Ridge Homeowner's Association, Inc.

21. Notices. All notices required or appropriate to be served pursuant to the terms of the Contract shall be in writing and shall be served on the respective parties at the addresses following their signatures. Mailing of a notice by certified or registered mail, postage prepaid, return receipt requested to the parties addresses shall be deemed sufficient notice and shall be deemed served for all purposes hereunder, two (2) days from date of mailing irrespective of return of postal receipt.

Ter A
Jammy A. May
9-23-95

Janet Bialkowski
9/23/95

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22. Riders. The following Riders are incorporated herein as though fully set forth:

Riders: A, B, C,

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day first above written in the Village of Northbrook, State of Illinois.

PURCHASER(S):

Tom A. [Signature] (Seal)

James A. [Signature] (Seal)

DATE: 9.23.95

ADDRESS: 1047 LANDWEHR

TELEPHONE: (RES) 509-1354

(WK#1) 541-9550 Terry

(WK#2) 564-1434

CONTRACTOR:

BRANDESS HOME BUILDERS, INC.

BY: [Signature]

DATE: 9/23/95

BRANDESS HOME BUILDERS, INC.

343 WAINWRIGHT

NORTHBROOK, IL 60062

(708) 480-1414

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"SCHEDULE A"

ADDENDUM TO PURCHASE AGREEMENT

This addendum is to become part of the contract for the purchase of the home at AVANTI RIDGE subdivision, Lot # 21 in the _____

Selections for the construction of your new home are very important to you, but they are critical to us, as delays in completing the selection process can cause delays in the construction start and completion of your new home. Therefore it is very important that the Freeze 1, 2 and 3 forms are completed at the times stated below.

FREEZE 1 TO BE COMPLETED WITHIN FOURTEEN (14) DAYS OF CONTRACT SIGNING

Exterior color selections
Exterior elevation of the home
Plumbing
Basement type - Full, English or Walk-out
9' deep basement option if taken
Skylight option if taken
Fireplace option if taken
Optional car garage
Any additions as 4th bedroom, loft option or approved structural changes

FREEZE 2 TO BE COMPLETED WITHIN FOURTEEN (14) DAYS OF CONTRACT SIGNING

All electrical options
Heating and air conditioning options
Interior trim - Doors and trim
Cabinets and counter tops
Fireplace surround option if taken

FREEZE 3 TO BE COMPLETED WITHIN THIRTY (30) DAYS OF CONTRACT SIGNING

Carpeting
Wall tile
Floor tile
Appliances
Wood floor option if taken

Orders will be placed for standard items if selection sheets are not turned in on time. Any late selections sheets and /or changes to the approved selections will be subject to a charge of \$300.00 per change and any applicable restocking fee's. There will be no exceptions.

Any special pricing requests will be charged a \$100.00 non-refundable fee per request to be applied towards the purchase of the option if taken.

**ACCEPTANCE:
PURCHASER(S):**

CONTRACTOR:

BRANDESS HOMES
343 WAINWRIGHT
NORTHBROOK, ILLINOIS 60062

[Signature]
SALES REPRESENTATIVE

CORPORATE APPROVAL

9/23/95
DATE

[Signature]
James A. Mox
9-23-95
DATE

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9/11/95

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SCHEDULE B

ALL AYANTI RIDGE EXECUTIVE Home Series will include the following items in the purchase price:

EXTERIOR FEATURES

Asphalt driveways with concrete approach
Poured concrete service walks and stoops
Prestained wood siding per plan (3 sides)
Masonry fronts per plan
Aluminum gutters and downspout
Insulated metal exterior doors with transoms and/or side lights
Double lock entry system
Insulated vinyl windows with screens
Choice of grills on all windows
Tempered vinyl patio doors with screens
Doorbell/chimes
Frost free hosebibs (1 front and 1 rear)
Exterior G.F.I. outlets (1 front and 1 rear)
2 car garage with opener outlet
Insulated metal clad garage doors
Parkway trees

INTERIOR FEATURES

Full basement per plan
Central air conditioning
Colonist trim package - six panel painted door
Designer hardware
Pine contemporary handrails
9' first floor ceilings
Soaring volume ceiling areas per plan
Designer wall to wall carpet in areas per plan
8 X 8 ceramic tile in foyer and powder room
Electric system wired smoke detectors
3 T.V. jacks per plan
3 phone jacks per plan
Decorator light fixtures
Vinyl coated wire closet shelving
Fireplace

KITCHEN FEATURES

Continuous clean slide-in gas oven/range
Under counter microwave
Multi-cycle dishwasher
Heavy duty waste disposal
Furniture quality cabinets
Double bowl stainless steel sink
Deluxe single lever faucet with spray
Laminate countertops in a wide range of colors
No-wax sheet vinyl flooring in kitchen, breakfast area and laundry room

BATHROOM FEATURES

Master bath spa featuring separate shower
Furniture quality vanities with double bowl in master bath
Cultured marble tops with integral bowl
King size bathroom mirrors
Ceramic tile in water closet of master bath
Choice of carpeting or 4 X 4 ceramic tile in the master bath
Ceramic tile floor in hall bath
Ceramic tub and shower surrounds
Single lever faucets in tub, shower and vanities
Recessed medicine cabinets in baths
Ground fault circuitry in baths (G.F.I.)
Lighted bath fans

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SCHEDULE B - AVANTI RIDGE EXECUTIVE

MECHANICAL FEATURES

- 200 AMP service with circuit breakers
- Extra switches and electrical outlets
- G.F.I. outlets as per design
- Energy efficient forced air gas furnace
- Air returns in all bedrooms
- Metal supply and return ducts
- Automatic, quick recovery, glass lined, 50 gallon water heater
- Copper water supplies
- Individual utility area per home
- Vent for clothes dryer
- Gas line for gas dryer
- Overhead sewer system
- One sanitary, one storm sump pump
- PVC sanitary line tubing

QUALITY CONSTRUCTION FEATURES

- R-13 energy saving insulation in exterior walls
- R-30 energy saving insulation in attic spaces
- 5/8" drywall on 2nd floor ceilings
- Drywall screwed and glued in living spaces
- Partial drywalled and firetaped garages
- Fiberglass shingles over heavy felt
- Tongue and groove subflooring, glued and nailed
- Positive site drainage
- Underground utilities
- Balanced attic ventilation
- Engineered roof trusses

IN OUR CONTINUING EFFORT TO PROVIDE THE BEST AVAILABLE PRODUCTS FOR OUR HOMES, BRANDESS HOME BUILDERS, INC. RESERVES THE RIGHT TO SUBSTITUTE ITEMS OF EQUAL OR GREATER QUALITY. THIS INCLUDES FEATURED ITEMS TO BE AS LISTED AT THE ACCEPTANCE OF YOUR CONTRACT IN ACCORDANCE WITH THE DATA SHOWN.

PURCHASER(S):

SIGNER:

BRANDESS HOME BUILDERS, INC.
343 WAINWRIGHT
NORTHBROOK, ILLINOIS 60062

Janet Brundage
SALES ASSOCIATE

CORPORATE APPROVAL

DATE

Janet
Sammy A. Max
9-23-95
DATE

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PAGE ___ OF ___

BRANDESS HOMES
RIDER B

SUBDIVISION: AVANTI RIDGE LOT/SITE # 21 PLAN # _____ ELEV _____
 JOB ADDRESS: _____ MODEL NAME: SHELBOURNE
 CITY: NORTHBROOK STATE: ILLINOIS ZIP 60062
 PURCHASER: M/M TERRY MAY PHONE # 509-1334
 PRESENT ADDRESS: 1047 LANDWEHR CITY & STATE NORTHBROOK
 GARAGE - LEFT RIGHT _____ START ORDER DATE _____

BUILD REVERSE DASH PRICE \$ 313,200.00
 LOT/SITE PREMIUM \$ N/A.

OPTION #	DESCRIPTION	OPTION PRICE
	SPECIAL SIZING OF HOME	
	APPROXIMATELY 2900 sq ft	
	FIRST FLOOR MAID'S ROOM	
	LAUNDRY MOVED TO BASEMENT	
	3/4 BATH ATTACHED	
	3RD CAR GARAGE	
	BAY WITH SLIDING DOOR	<u>1500</u>
	IN BREAKFAST ROOM	
	PEDESTAL SINK IN	
	POWDER ROOM STD.	<u>N/C</u>
	CEMENT BLOCK ADDRESS	
	8" X 8" CERAMIC FLOOR	<u>N/C</u>
	TILE IN BATHS	
	12' X 12" IN FOYER AND	<u>N/C</u>
	MASTER BATH, POWDER	
	ROOM,	
	BUILDER'S STANDARD WHITE	<u>N/C</u>
	CABINET	
	CHROME HARDWARE	
	G.E. STANDARD 27" DBLE OVEN	<u>N/C</u>
	WITH COOKTOP	
	SOFFITS IN KITCHEN	
	CONTEMPORARY ELEVATION	
	WHITE TRIM	
	OPTIONS SUB-TOTAL	<u>(13,145) BROKER'S DISCOUNT</u>
	TOTAL SALES PRICE	<u>361,585.00</u>

98451792

PURCHASER: _____
 PURCHASER: Terry May
 SALES ASSOCIATE: Paul J. ...
 AUDIT: _____
 SALES DIRECTOR: _____

DATE 9-23-95
 DATE 9-23-95
 DATE _____
 DATE _____

TO BE VALID THIS RIDER REQUIRES SIGNATURE FROM CORPORATE OFFICE

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RIDER C

EXTRA ITEMS RIDER

This Rider shall be construed in conjunction with the contract.

For the purpose of the Rider and the Contract, "Extra" is hereby defined to mean any Purchaser-requested change in construction, placement of openings, cabinets, etc., upgrading in materials or supplies from those in Contractor's plans and specifications and any additions to the Contractor's plans and specifications whatsoever.

All items added or upgraded subsequent to Contract date shall be in writing, shall be deemed "Extra" to the Contract and full payment for same is due upon ordering. The amount of such Extra shall be an addition to the Contract price set forth in the Contract and the Extra Work Authorization shall be signed by the parties and be deemed a part hereof.

Janet Rich Brandess, or R.W. Bouchez, or Michael G. Kelahan are the sole persons authorized to make contracts for an Extra on behalf of the Contractor. No Extra is authorized or valid hereunder unless signed by the Purchaser and Contractor, a copy of the order for Extra is attached hereto and payment is had upon execution and delivery to Contractor thereof.

Purchaser is not to deal with Contractor's personnel on the job regarding Extra. Purchaser is not to deal with nor order from any subcontractors on the job during construction of the Home prior to Closing hereunder.

Contractor's personnel on the job are not authorized to deal with Purchaser regarding any additional Extra. Any additional Extra ordered by Purchaser in violation hereof, through such personnel or through subcontractors who may be working on the Property shall be deemed to be separate agreements between those parties and Contractor shall not in any way be responsible for any liability, delays, increased costs or dissatisfaction resulting or caused thereby and may insist in Closing as in Paragraph 9 of the Contract.

ACCEPTANCE:

PURCHASER(S):

J. A. Max
James A. Max
9-23-95

DATE

CONTRACTOR:

BRANDESS HOME BUILDERS, INC.
343 Wainwright
Northbrook, IL 60062

Michael G. Kelahan
Sales Representative

Corporate Approval

DATE

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RIDER D

ATTORNEYS REVIEW RIDER

It is hereby agreed by and between the parties that the prices and dates herein are not subject to any modification whatsoever. ~~It is further agreed by and between the parties that any other modification of this Agreement is limited to form only.~~ ^{T.M. aff} The parties respective attorneys may review and make modifications, ~~in form only,~~ mutually acceptable to the parties, within five (5) business days from the date of acceptance. If SELLER does not receive notice in writing from the Purchaser's attorney as to any proposed modifications to the Agreement within five (5) business days of the date of acceptance of this Agreement, then this Agreement shall be deemed approved by the Purchaser's attorney and shall remain in full force and effect. However, in the event the Purchaser's attorney notifies the SELLER of proposed modifications to the Agreement within five (5) business days of the date of acceptance and the parties cannot come to an agreement with respect to said proposed modifications within ten (10) days of the date of acceptance of this Agreement, then SELLER shall have the right, at its option, to terminate this Agreement and return the Earnest Money to the Purchaser, and neither party shall have any further obligations to one another.

PURCHASER(S):

John A. [Signature]
Jimmy A. May

DATED THIS 9/23/95 DAY OF _____, 19__

SELLER'S ACCEPTANCE:

BRANDESS HOMES BUILDERS, INC.:

BY: [Signature]

Its: _____

DATED THIS 23 rd DAY OF September, 1995.

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RIDER F

AVANTI RIDGE

The Village of Northbrook has required the creation of an Avanti Ridge Homeowners Association for the management and maintenance of certain common areas of the development. Upon closing Purchaser shall:

- (a) be deemed a member of the Avanti Ridge Homeowners Association;
- (b) purchase the Property subject to all rules and regulations by laws created therefor;
- (c) purchase the Property subject to all covenants, easements and restrictions imposed upon the Land;
- (d) upon closing deposit to the Avanti Ridge Homeowners Association \$500.00 as an initial nonrefundable deposit to the Association.

Thereafter, Purchaser shall pay to the Association, its portion of the then current total established amount budgeted on a quarter yearly basis, commencing on the first day of the first month of each quarter following the closing of the purchase of the Property.

PURCHASER(S):

CONTRACTOR:

BRANDESS HOME BUILDERS, INC.
343 WAINWRIGHT
NORTHBROOK, IL 60062

James A. May
9-23-95

DATE

Paula Ricca Brundage
SALES ASSOCIATE

CORPORATE APPROVAL

DATE

D:\WP51\LAS\RIDERF.AR
6/12/95

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LEGAL DESCRIPTION

LOT 21 AVANTI RIDGE BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 04-07-110-050

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