# FFICIAL COPY OF ALESTATE CONTRACT

FORM APPROVED BY THE SOUTHWEST BAR ASSOCIATION AND form approved by the south/southwest association of realtors 96815015



SELLER: EDWARD ENGERMAN				<ul><li>Single Family</li></ul>
ADDRESS: 4508 W. 88th PL, Home	town, IL 6	0456		☐ Multi-Family
BUYER: JAMES M. ARNOLD	(City)	(State)	(Zip)	D Townhouse
ADDRESS: 9738 Southwest HWY,	Oak Lawn. I	L 60453		☐ Condominium
ADDRESS. 3730 SOUTHWEST MATY	(City)	(State)	(Zip)	☐ Vacant Lot (check one)
yer hereby agrees to purchase and Seller agrees to sell the following de	scribed real estate, c	on the terms and	conditions	herein set lorth.
ESCRIPTION OF PROPERTY: LEGAL DESCRIPTION (Permission to	attach hereto at any	time hereafter)		
REETADDRESS 6343 S. Lorel, Chicago, IL	PIN 3	<u> </u>	-1 - 1	03-024-00
iclude "Unit Number" if condom, itura or townhouse)	, ,	(City)	.,	(State)
OT SIZE: APPROXIMATELYXX	X	x	×	feet.
PROVED WITH Brick Townhouse  gether with all appurtenances attached to and founding a part of the premi	ese for which Caller	aball deliver a D	ill of Calo	t lime of delivery of
led; existing heating, plumbing, electrical lighting for ores, storm windows noting, if any; attached air conditioners, if any; attached outside antenna, getation; ceiling fans, if any; automatic garage door system and all relate lowing items of personal property now on the premises:  ALL PERSONAL PROPERTY TO PF RE	if any; water sollener of remote hand-held MOVED_FROM	(except rental u units, if any; and	nits), if any specificall	r; all planted y including the
DAYS OF SELLERS SIGNING OF CON	TRACT		<del></del>	
RICE AND TERMS:			21	000 00
JRCHASE PRICE	xhraxx	)	\$	500.00
EARNEST MONEY DUE WITHIN 10 DAYS OF SE		TANCE	\$30,	500.00
NLANCE DUE AT CLOSING NANCING:		536130		
is Contract is contingent upon Buyer securing within 90 days of tate herein in the amount of \$25,000.00 or such lessor sum as ar, to be amortized over 30 years, the combined origination and an processing less, if any. Buyer shall make written application for such imperate with the lender in supplying all necessary information and docum scribed herein. In the event the Buyer is unable to secure such loan consider's attorney. Seller may, at his option, within an equal number of addit at Seller will accept a purchase money mortgage upon the same terms. If herein provided within the time allowed, then this Contract shall become liver shall be allowed to have a mortgage or trust deed placed of record plault by the Seller. Seller must allow reasonable inspection of the premisterclosing provision is attached and made part of this Contract, Buyer replacing or rental of any other real estate. Buyer will be deemed to be in deliving or rental of other real estate, and fails to close this transaction as against the contract of the premisting or rental of other real estate, and fails to close this transaction as against the contract of the premisting or rental of other real estate, and fails to close this transaction as against the contract of the premisting or rental of other real estate.	Buyer accepts, with discount lees for suction within 10 days frentation, and shall dismitment, Buyer shall donal days, procure for the event neither Brull and void and all rior to dosing, but an es by Buyer's financinesents that his abilit ault if he obtains a lo	interest not to ex- h loan rot to ex- com date clacce diligently attempt if provide writters or Buyer such a clauyer nor Seller s earnest money by delays caused ing agent. Unles by to obtain linane	ceed plance of C to obtain the notice of secure size shall be ref thereby shall conting the state of the secure size thereby shall be ref	9 % per 0 %, plus Contract, shall ne mortgage ame to Selter or nt or notify Buyer I loan commitment when to Buyer, nell not constitute a gent upon subject to the sale,
.OSING:				
e closing shall be on or before January 3, 1997 at	the office of Buyer's	lender, or <u>tit</u>	le of	fice
OSSESSION: X <b>Şelektyph</b> yappirindir yorindix				
Sallar shall deliver possession to the Buyer at closing.				
х <b>%</b> х				•
Salle show down by season with a sure of sall	er retains possession. ossession of the real :	estate in the sam	e condition	Of Heat, dhinas and

desing, the sum of \$ 200,00 per day until possession is delivered to the Buyer and Buyer shall, in addition to all other remedies,

of closing. Should Seller this to deliver possession to Buyer as agreed, Seller shall pay to Buyer beginning on the

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have the immediate right to commence any legal action or proceeding calculated to evict and remove the Seller from the premises.
 Seller agrees to waive all notices required by the Forcible Entry and Detainer Act or any other statute, and consents to an immediate judgment for possession. Seller further agrees to relimburse Buyer for all reasonable attorneys' fees and court costs Buyer may incur in the enforcement of his rights pursuant to this provision.

Seller shall deposit the sum of \$5,000.00 In escrow with Angle Gilardi Real Estate as Escrowee, at the time of closing, and any monies due the Buyer for Soller's use and occupancy hereunder shall be paid to Buyer from this deposit and the balance, if any, shall be refunded to Seller. Possession shall be deemed delivered to Buyer when Seller has vacated the premises and delivered the keys to the Buyer or the Escrowee. Escrow money shall be limited to delivery of possession, and funds held pursuant to this paragraph shall be used only to salisfy payment for use and occupancy.

#### TITLE EVIDENCE:

Seller, at his expense, shall furnish not less than five days prior to the closing date, a little commitment for an owners title insurance policy lessed by an illinois licensed title insurance company in the amount of the purchase price covering the date hereof subject only to (a) the general exceptions contained in the title policy (except that, where the subject property qualifies as a single family residential unit, the policy shall provide extended coverage over the general exceptions); (b) the title exceptions set forth below; and (c) title exceptions pertaining to liens or encumbrances which have been assumed by the Buyer under the terms hereof or which the Seller has agreed to remove at closing from the proceeds hereunder. Any delay in delivery of the title commitment which is caused by the Buyer, his agent, or his lending agency shall extend the time for delivery thereof by the Seller by such period of datay. If the title commitment discloses exceptions not provided for herein, the Seller shall have until closing to remove said exceptions or to acquire title insurance covering said unpermitted exceptions. If Seller fails to remove said exceptions or obtain additional insurance within the time stated the sin, Buyer may elect to terminate this Contract and all monies paid by the Buyer shall be refunded to him.

### DEED (CONVEYANCE, LIENS, FIX UMBRANCES):

Seller shall convey or cause to be conveyed to Buyer title to the premises by a recordable general warranty deed with release of homestead rights, or trustee's deed if applicable, in joint tenancy, if more than one Buyer, or to Buyer's nominee, subject only to the following permitted exceptions, provided none of which shall materials, restrict the reasonable use of the premises as a residence; (a) general real estate taxes not due and payable at the time of closing; (b) building the and building laws and ordinances, use or occupancy restrictions, conditions and covernants of record; (c) zoning laws and ordinances which conform to the present usage of the premises; (d) public and utility easements which serve the premises; (e) public roads and highways, if any; (f) party wall rights and agreements; if any; and (g) limitations and conditions imposed by the Illinois Condominium Property Act and condominium declaration, if applicable.

#### PRORATIONS:

The following items, it applicable, shall be prorated as of the date of dosing; (c) insurance premiums; (b) general real estate taxes, including special service areas, if any, (c) rents and security deposits; (d) interest on mortgage inidebt idness assumed; (e) water taxes; (f) homeowners and/or condominated townhome association these and assessments; (g) prepaid service contracts. Prinations of general taxes shall be on the basis of \$1.0% of the last ascertainable bill. It said bill is based on a partial assessment or on an unimproved hasis for improved property, a written agreement (with escrow) for final proration when the complete assessment information is available from the County Assertor shall be signed at dosing by the parties hereto.

#### DAMAGE BY CASUALTY BEFORE CLOSING:

If the improvements on the property shall be destroyed or materially damaged by fire or other costualty prior to closing, the provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall apply.

#### SURVEY:

Seller at his expense, except for condominiums, shall furnish to Buyer a current spotted survey (dated not more than 6 months prior to the closing date) under certification by an Illinois licensed tand surveyor showing the location of all improvements, easements and building lines. The location of all improvements on the subject property shall be within the lot lines and not encreach upon any easements or building lines, and said survey shall show no encreachments from adjoining properties. In the event said survey discloses encreachments, these encreachments shall be insured by the title company for Buyer and Buyer's lender at Selfer's expense.

### RESIDENTIAL REAL PROPERTY DISCLOSURE ACT:

This Contract is subject to the provisions of Public Act 89-111 known as the Residential Real Property Disclosure Act, the terms of which are expressly incorporated herein and made a part of this Contract. The Seller represents that the information contained in the disclosure document is accurate as of the Contract Date.

#### LAND TRUST BENEFICIARY:

If the Buyer or Seller under this Contract is an illinois land trust, the individual beneficiaries thereto have signed their names to this Contract indicate they are the transferred to said trust in order to guarantee their performance of this Contract and to indicate that they hold the sole power of direction with regard to said trust.

### COMMISSION:

Real estate broker's commissions shall be paid in accordance with the terms of the listing agreements and Buyer representation agreements the respective parties, unless otherwise agreed in writing by the respective parties and their brokers. Seller's broker and Buyer's broker are identified on page four (4) of this Contract.

#### ATTORNEY MODIFICATION:

The terms of this Contract, except the purchase price, closing date, and possession date, are subject to good faith modification ( which may include additional terms) by the attorneys for the parties within three (3) business days from the Contract Date (excluding Saturday, Sunday and legal holidays). Notice of modification shall be in writing, served upon the other party or his agent, and shall state the specific terms to be modified and the proposed revisions. In the absence of written notice within the time specific terms to be smoothed and the proposed revisions. In the absence of written notice within the time specific terms to be smoothed and the proposed revisions. In the absence of written notice within the time specific terms to be smoothed and the proposed revisions. In the absence of writing the time the specific terms to be modified and the proposed revisions. In the absence of writing the time that the specific terms to be modified and the proposed revisions. In the absence of writing the time the specific terms to be modified and the proposed revisions. In the absence of writing the time that the specific terms to be modified and the proposed revisions. In the absence of writing the time that the specific terms to be modified and the proposed revisions. In the absence of writing the time that the specific terms to be modified and the proposed revisions.

PHOF	PERSY INSPECTION CONTINGENCY: (Select one applicable option)
[X]	Buyer declines to have a professional property inspection performed, and this Contract shall not be contingent upon such an inspection, or
	Buyer shall have the right, for a period of five (5) business days following the date of acceptance of this Contract, to have the subject property and its improvements inspected by a certified home inspection service of Buyer's choice, and at Buyer's cost.
	If the condition report reveals any structural fleating, cooling, plumbing, mechanical or electrical defect(s) for which the cumulative cost of repair shall exceed \$, Buyer shall then have the right and option to make written request of Seller for certain repairs, said request to be provided to Seller, Seller's listing agent or attorney within the aforementioned five (5) business days. The Seller shall then have the following options of:
7	1. making the repairs as requested by Buyer, or
	2. negotiating the cost of correcting said defects with Buyer, or
	3. declaring this Contract null and void.
	In the event the Seller does not exercise any of these options and, in the further event that the Buyer does not waive said defects, the Buyer shall have the right to declare this Contract null and void. Should either party to this Contract make such a declaration, any earnest money deposit made by the Buyer shall be refunded in full. Seller's options must be exercised within five (5) business days of Seller's receipt of the inspection report.
	In the event Buyer makes a request for certain repairs, Buyer shall immediately deliver a copy of the inspection report to Seller.
	The parties hereto agree that the following items are accepted by Buyer "As Is," shall not be made a part of Buyer's request for repairs, and shall not be further negotiated:
	IN THE ABSENCE OF WRITTEN NOTICE OF REQUEST FOR REPAIRS FROM BUYER WITHIN THE TIME SPECIFIED HEREIN, THIS HOME INSPECTION CONTINGENCY SHALL BE DEEMED WAIVED BY THE BUYER AND NO LONGER A PART OF THIS REAL ESTATE CONTRACT.
WELL	AND SEPTIC TEST: (Select one applicable option)
[ X ]	The subject property is served by a community or municinal vater and sewage treatment system (well and septic test provision inapplicable)*  or
[ ]	The subject property is not served by a community or municipal writer and/or sewage treatment system.
	Seller, at his expense, prior to closing, shall obtain and deliver to Poyer a water test performed by or acceptable to the county in which the property is located, and a septic system test indicating that the system is in proper operating condition and in compliance with applicable state, county and local statutes. Such tests shall be performed not more than 60 days prior to the closing date.
	If either of said written test reports indicate that the water is not potable, that the septic system is not in proper operating condition, or that the systems are not in compliance with the relevant statutes, Seller shall have the option to make the necessary repairs and bring the system(s) into compliance prior to the closing date. In the event Seller eldus not to make the necessary repairs, then this Contract, at the option of Buyer, shall become null and void, and all earnest mone, shall be refunded to Buyer.
FLOOI	D PLAIN:
Buyer s	shall have the option of declaring this Contract null and void within five (5) days of receipt of any witten notice or disclosure, including

the Residential Real Property Disclosure Report, that the property is located in a special flood plain hazard and which requires the Buyer to obtain flood insurance. This option shall not exist in the event such written notice or disclosure was provided in statement number three (3) of a Residential Real Property Disclosure Report executed by both Seller and Buyer prior to the Contract Date.

### TRANSFER TAX STAMPS:

Seller shall pay for the State of Illinois and county real estate transfer tax stamps. Any municipal transfer tax shall be pa'd by the party designated in the ordinance of the municipality imposing the tax.

#### CLEAN CONDITION:

CLEAN CONDITION:

Selfar shall leave the premises in broom-clean condition. All personal property not to be conveyed to Buyer and all refuse shall be removed from the premises at Selfer's expense by the possession date. ALL PERSONAL PROPERTY SHALL BE REMOVED FROM PERFORMANCE/DEFAULT:

PREMISES WITHIN 10 DAYS OF ACCEPTANCE.

The earnest money and this Contract shall be held by Angie Gilardi Real Estate (Escrowee) for the benefit of the parties hereto, and applied to the purchase price at dosing.

If Buyer defaults, all earnest money shall be torfeited to Selfer, subject to Selfer's obligations under any real estate listing agreement, provided, however, that such forfeiture shall not be the exclusive remedy of Selfer, and Selfer shall retain said forfeited earnest money without prejudice. however, that such forfeiture shall not be the exclusive remedy of Seller, and Seller shall retain said forfeited earnest money without prejudice to any other remedy Selfer has at law or in equity. It Selfer defaults, the earnest money, at the option of the Buyer, shall be refunded to Buyer, but such refund shall not release Seller from his obligations under this Contract or in any way limit or restrict the right of Buyer to pursue other legal or equitable remedies. In the event of any default or nonperformance by either of the parties, and should there be no agreement by the parties as to the disposition of the earnest money, Escrowee may give written notice to all parties of Escrowee's Intention to file, thirty (30) days thereafter, an action with the appropriate Circuit Court in the nature of an interpleader for the purpose of depositing the earnest money with the Clerk of the Circuit Court. The Escrowee shall be reimbursed from the earnest money for all court costs related to the filling of the interpleader action.

#### MEDIATION:

All disputes or claims between the Seller and Buyer which arise subsequent to closing of this transaction may be submitted for settlement and resolution to mediation under the Commercial Mediation Rules of the American Arbitration Association. The party submitting the action to mediation shall pay their own attorney's fees. The mediation conference shall be scheduled at the offices of the American Arbitration Association in Chicago, Illinois.

#### **GENERAL CONDITIONS AND STIPULATIONS:**

- (a) Both Seller and Buyer agree to execute all documents and provide all information necessary to enable any lender to issue a commitment for mortgage or trust deed and to close this sale.
- (b) Seller represents that he has not received any notice from any governmental body of any ordinance, zoning or building code violation, condemnation proceeding, pending rezoning or special assessment proceedings affecting the property.
- All notices herein required shall be in writing and served upon the parties at the addresses shown on this Contract or upon the attorney for such party. In the event the name and address of the Selfer or the attorney for the Selfer is unknown, written notice may be served upon the listing broker as agent for such Selfer. Facsimile transmission of any offer, acceptance, notice or rider herein provided to the parties, their broker or attorney, shall constitute sufficient notice or acceptance. Original documents shall be forwarded in all instances within three (3) business days of such notice. Notice to any one party of a multiple person party shall be sufficient service to all.
- (d) This Contract and any Riders attached hereto shall constitute the entire agreement and understanding between the Seller and Buyer, and there are no other agreements, representations or understandings, oral or written, between the parties with respect to the subject matter of this Contract. No alternition, modification, or amendment to this Contract shall be valid unless in writing and signed by all parties.
- (e) This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, legal representatives and permitted assigns.
- (f) Where in this Contract masculine pronouns are used or words indicating the singular number appear, such words shall be considered as if feminine or neuter pronouns or words in acating the plural number were used where the context indicates the propriety of such use.
- The invalidity of any paragraph or subparagraph of his Contract shall not impair the validity of any other paragraph or subparagraph. If any provision of this Contract is determined to be unenforceable by a count, such provision shall be deemed severable and this Contract may be enforced with such provision severer or as modified by such court.
- (h) Prior to closing, Buyer shall have the right to enter into and make a final inspection of the premises to determine that the premises are in the condition required by the terms of the Contract. If there has been an adverse change in the condition of the premises since the Contract Date, the Seller shall restore the premises to the same condition as it was on the Contract Date, or as called for by the terms of the Contract.

, attached hereto and incorporated This Contract and Riders numbered\_\_\_\_ herein, shall be executed and one copy thereof delivered to Seller and one copy delivered to Buyer. THIS IS A LEGALLY BUNDING CONTRACT WHEN SIGNED. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING. BUYER(S): SELLER(S): BUYER(S): \_\_ 10/2/196 Date of Offer: Date of Acceptance: (This date shall be inserted only after the parties hereto have agreed to all the terms and conditions of this Con ract and is also released to herein as the Contract Date). IDENTITY OF BROKERS AND ATTORNEYS (Please complete when executing the Contract) Buyer's Broker: Telephone: (Designated) or (Dual Agent): (select one) (Designated) or (Dual Agent): (select one) (Agent's Name) (Agent's Name) Seller's Attorney: Buyer's Attorney:\_\_\_ Address:\_ Address: Telephone: Telephone:

Fax:

STATE OF ILLINOIS)
SS
COUNTY OF COOK )

### RIDER A

The following provisions are incorporated into the contract for the purchase of real estate by JAMES M. ARNOLD (hereinafter "BUYER") at 6343 S. Lorel, Chicago, Illinois from EDWARD ENGERMAN (hereinafter "SELLER"), said contract being dated October 21, 1996 and accepted by SELLER on October 21, 1996. The provisions of the Riger shall control over the provisions of the contract form in the event of contradiction or inconsistency.

The following provisions are incorporated into the agreement:

- 1. SELLER'S REPRESENTATIONS: The SELLER makes the following representations as to the condition of the property:
  - A. That, to the best of SELLER'S knowledge, the plurabing system, sewer system,

heating system, air conditioning system, and electrical system are all in good working hoke order and are not presently in need of repairs. But heads a pair & possible hoke	~^ 0&
order and are not presently in need of repairs. Some of tour plumbing. Kit sector of tour plumbing system, air	0
conditioning system, or electrical system during the past year except as follows:	
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C. That the roof does not leak, has not leaked during the past year, is not presently in	
need of repairs, and has not been repaired during the past 12 months. New Roof apply	
need of repairs, and has not been repaired during the past 12 months. New of 177 En	

D. That the walls and floor of the basement have not leaked during the past five years, and that the basement has not flooded during the past five years except as follows:

Saser of flowled 4 yes ago Because of sews, back up due to Roanglain.

Alove have west Blocked & Ichard it out of water west four Boy Walls child leak.

F. SELLER agrees that all the foregoing shall be in good working order on the date

of closing and that BUYER shall have the right to conduct a final inspection on the

date of closing or on the date prior to closing

- 2. All representations, promises, and warranties made by SELLER in the contract and/or riders to said contract shall survive the closing and delivery of deed by SELLER.
- 3. The SELLER shall remove, it SELLERS expense, all personal property and debris in or around the subject premises within 10 days of SELLERS acceptance of the contract. In the event that SELLER fails to remove all the aforementioned personal property and debris within 10 days of the signing of the contract, SELLER hereby grants BUYER, or BUYERS agent, permission to enter the subject premises and remove all personal property and debris from the premises. In the event the BUYER or SUYERS agent enters the premises and removes personal property and debris as a result of SELLERS failure to remove said personal property and debris, the parties hereby agree that the sales price of the subject premises shall be reduced by one thousand two hundred (\$1,260.30) dollars.
- 4. SELLER hereby grants BUYER, or BUYERS agent, permission to enter the subject premises, at any time prior to the closing of this transaction, for the purpose of cleaning,

remodeling, and decorating the premises. SELLER shall at all times maintain heat and

electric service to the premises during the course of BUYERS remodeling efforts

sufficient to prevent damage to the premises. In the event this transaction fails to close on or before January 3, 1997, BUYER hereby agrees to pay SELLER the sum of fifteen thousand (\$15,000.00) dollars for cleaning, remodeling, and decorating the subject premises. Within 10 days of the SELLERS acceptance of the contract, SELLER shall provide BUYER with a certificate of insurance naming BUYER as Additional Insured and Loss Payee. The policy shall carry coverage limits of no less than \$70,000 for the structure and \$500,000.00 premises liability coverage. In the event SELLER fails to provide BUYER with the aforementioned certificate of insurance, BUYER is hereby authorized by SELLER to purchase insurance on behalf of SELLER in the required amounts and under the required conditions detailed in this paragraph. In the event SELLER fails to provide BUYER with the forementioned certificate of insurance and BUYER purchases insurance on behalf of the SELLER, the cost of such insurance shall be paid to BUYER by SELLER at the time of closing.

5. SELLER shall provide BUYER with a current termite inspection, perfor ned by a qualified termite inspection service, within 10 days of SELLERS acceptance of the contract. In the event SELLER fails to provide BUYER with a current termite inspection within 10 days of SELLERS acceptance, BUYER shall order the inspection. In the event that BUYER orders the inspection as a result of SELLERS failure to provide BUYER with an inspection within 10 days of SELLERS acceptance, the cost of said inspection

shall be paid to BUYER by SELLER at closing. In the event any inspection reveals any infestation of termites or other wood boring insects, the BUYER shall have the option to declare the contract null and void and all earnest money shall be returned to BUYER.

- 6. SELLER shall allow BUYER or BUYER'S agent reasonable access to the subject property for purposes of showing the premises to prospective tenants. Said access shall commence or the date of SELLER'S acceptance of the contract.
  - 7. Time is of the essence in this contract.

SELLER: Colonial Control of the Colonial Control of th IN WITNESS WHERPOF, the undersigned have executed this Rider on the date first above written.

BUYER

Property of Cook County Clerk's Office

C. 301053

EDWARD J. RUNGFFCIALCO TREASURER Employee : GARY Page: 1

10/21/90 Receipt : 3000

TO DIR A R DI J. ROSEWELL COOK COUNTY TREASURER 10/25/98 Receipt: 950751 Employee; GARY Page: 1

南口 N : 19-21-100-021-0000 Volume : 000098

Address : 6310 S LOREL/CHICAGO, 11 006383620

Name : ENGERMAN JOSEPH L

Mailing: 0010 S LOREL/CHICAGO, 1L 606085620

Legal Description:

**][**0/25/96"

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. DEPT-10 PENALTY

\$34.00