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DEPT-01 RECORDING 11/19/96 12:51:00
#4435 # LM *-96-879784
COOK COUNTY RECORDER
DEPT-10 PENALTY

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1. PURCHASER Peter Dravilas and of his co-ownership of 1735 Mitchell Blvd, Chicago, Ill. 60643, hereinafter referred to as "Purchaser", and Seller Legal Owner of record 1700 thru and 1770 Ross Street, Palatine, Cook County, Illinois, hereinafter referred to as "Seller", agree in and to be bound by the terms and conditions hereinafter set forth...

Handwritten initials and marks on the left margin.

Handwritten initials and marks on the right margin.

Handwritten numbers: 35.50, 32.00, 67.50

13. OFFER AND ACCEPTANCE: This offer or counter offer must be accepted upon presentation or within 48 hours of the initial counter offer...
14. SIGNATURES: Peter Dravilas, Seller/Beneficiary/Agent; Re/Max Preferred Properties, Listing Agent.
15. CONTACT INFORMATION: Seller's address (1735 Mitchell Blvd), Listing Agent's address (1715 W. Lake Street, Suite # 201).

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15. EVIDENCE OF TITLE: Seller will, at his expense, deliver or cause to be delivered to Buyer, or the Buyer's attorney with customary due diligence and sufficiently in advance of closing, a title insurance policy in Seller's favor for the purchase price plus the cost of the policy with extended coverage by a title company licensed to do business in the State of Illinois, beginning on the date of the execution of this Contract, but issued not more than 45 days prior to closing. In the amount of the purchase price, subject only to items listed in paragraph 16 of the last hereof and usual stock objections, together with payment directly or by credit for its customary selling charges, including but not limited to search, insurance, recording charges, and transfer taxes. Buyer in reliance on Seller's representation for the insurance shall not be liable for paying the insurance cost if the insurance is not a valid commitment for the insurance furnished by Seller will be conclusive evidence of good and merchantable title as then shown, subject only to the exceptions therein stated. If evidence of title discloses other defects, Seller shall have thirty (30) additional days to cure such defects and notify Purchaser, but Purchaser may take title with such other defects (with the right to deduct from the purchase price items and encumbrances for a defect or encumbrance amount) by notifying Seller and tendering performance. At closing, if requested, Seller will execute customary form of affidavit as indicated on customary ALTA forms and other forms required by law or custom.

16. CONDOMINIUM: In the event that the subject property is a condominium, Purchaser has, within ten (10) business days from the date of acceptance of this contract, the right to demand from Seller items as stipulated by 20 Ill. Rev. Stat. 322.1 (Illinois Condominium Act). This contract is subject to the condition that Seller be able to present and provide to Purchaser, a release or waiver of any portion of that release or other pre-emptive rights of purchase created by the Declaration of Condominium within the time established by said Declaration. In the event the Condominium Association requires personal appearance of Purchaser and/or additional documentation, Purchaser agrees to comply with same.

17. LEASES, INSPECTIONS, CERTIFICATIONS, LEADOR PIPS: Seller shall provide Purchaser within ten (10) business days with a current gas and leak, expiration and copies of lease (if applicable). In the event any lease(s) is/are oral, then the Seller shall provide an estoppel certificate setting forth the terms of said oral lease(s). Seller shall grant to Purchaser or make available for inspection all documents and expense documents for holding but not limited to property management records, tax bills, service contracts, or any documents pertaining to any easements and/or obligations which will survive the closing. In the event required by lender, Seller will pay reasonable costs related to EPA inspections, certifications, and document preparation fees. Seller shall grant to Purchaser the right to inspect the entire premises within 10 business days from acceptance of this contract.

18. SURVEY: Prior to closing, Seller, at his/her expense, will provide to Purchaser a Plat of Survey of the Premises acceptable to the lender and Title Company for extended coverage prepared by an Illinois registered land surveyor, dated not more than six months prior to date of closing provided there is not closing all improvements (presently located therein, including but not limited to, buildings, fences, patios, sidewalks and driveways. In the event the Premises is a condominium unit, only the pages showing said Premises on the recorded survey attached to the Declaration of Condominium shall be required. In the event the survey discloses encroachments, violations of easements or other violations, this Contract at the option of the Purchaser, will become null and void, unless Seller can obtain Title Insurance over said matters.

19. FLOOD INSURANCE: Purchaser will obtain flood insurance if the premises is located within a designated flood plain as determined by the National Flood Insurance Agency and is required by the Purchaser's lender.

20. SOIL TEST: In the event of vacant land, the Purchaser has the option, at his/her expense, of obtaining a soil testing and percolation test within 20 days of contract date. If said soil test shows adverse soil conditions, Purchaser at his/her option may serve written notice upon Seller within the time specified and then this Contract will become null and void and all earnest money paid by the Purchaser will be refunded to him/her.

21. WELLS AND SEPTIC SYSTEMS: In the event the premises has either a well or a septic system, Seller will provide to Purchaser at Seller's expense, prior to closing, test results indicating such system is in compliance with the applicable governing statutes, ordinances, and local department regulations.

22. CONDITION OF REAL ESTATE: (a) Seller will remove from the premises by the date of possession all debris and personal property not conveyed by this Contract to Purchaser and will leave the premises in broom-clean condition. (b) Seller agrees to surrender possession of the real estate in the same condition as it was at the time of Seller's voluntary or involuntary transfer of the property. (c) Purchaser reserves the right to inspect the premises within seventy two (72) hours prior to the closing to ensure Seller's compliance with the foregoing, as a condition of closing.

23. CODE VIOLATIONS: Seller warrants that he/she has no knowledge of nor has received any notice from any city, village or other governmental authority of any dwelling code and/or zoning ordinance violations.

24. WARRANTIES AND REPRESENTATIONS: Any warranties and representations and other similar provisions requiring additional acts after the closing will survive the closing and delivery of the deed and will continue to be binding upon the parties hereto.

25. PAYMENT OF REAL ESTATE TRANSFER TAX: Seller will pay the amount of any stamp tax imposed by State of Illinois law and county law on the transfer of title and any transfer tax imposed by local ordinance unless otherwise provided by such ordinance. Both parties agree to execute any declarations or any forms required in connection with said transfer taxes.

26. PAYOUTS: Existing mortgage and other lien indebtedness may be paid at closing out of the sale proceeds, unless Purchaser takes title subject thereto.

27. REAL ESTATE PROPERTY TAX ESCROW: If the property has previously not been taxed or improved, the rate of three percent (3%) of the purchase price will be withheld from Seller's proceeds. At closing a part of the withheld funds, if required, will be deposited with Purchaser's lender in accordance with their escrow instructions, and balance with Seller's attorney. When the exact amount of the taxes provided under this Contract can be ascertained, the taxes will be provided by the Seller's attorney at the request of either party, and the Seller's share of such tax liability after repayment will be paid to the Purchaser from the escrow funds and the balance, if any, will be paid to the Seller. If the Seller's obligation after such repatriation exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.

28. ESCROW CLOSING: At the election of either party upon written notice to the other party, the sale will be closed through a deed and money escrow at the office also in paragraph 6B with such special provisions inserted in the escrow as may be required to conform with this contract. Upon the creation of such an escrow, anything hereto to the contrary notwithstanding, payment of purchase price and delivery of deed will be made through the escrow and this Contract and the earnest money will be deposited in the escrow. The cost of the escrow will be paid by the party requesting it.

29. DEFAULT: In the event either party should breach this agreement, either prior to or subsequent to closing, the other party may pursue any and all remedies provided by law. In addition, upon a finding of a Court of competent jurisdiction that one of the parties has breached the contract, the prevailing party may recover all costs, expenses and reasonable attorney's fees. The parties hereto agree to indemnify and hold the broker harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such claims and demands, said amounts to be carried equally by both Seller and Purchaser.

30. DISBURSEMENT OF EARNEST MONEY: Escrowee may disburse earnest money under one of the following conditions: (A) Seller's failure to accept Purchaser's Offer to Purchase; (B) at Closing; (C) Mutual written agreement of Seller and Purchaser; or (D) Court Order.

31. NOTICES: ALL NOTICES REQUIRED WILL BE IN WRITING AND WILL BE GIVEN BY ONE PARTY TO ANOTHER AT THE PARTY'S ADDRESS INDICATED HEREIN, WHETHER OR NOT THE OTHER PARTY IS REPRESENTED BY AN ATTORNEY. Notices will be given in the following order: (A) by personal delivery of such notice to the other party; or, (B) by mailing of such notice to the other party by (1) certified mail, return receipt requested, or (2) mailgram with confirmation copy. In the event notice is served by certified mail or mailgram, the date of mailing of the notice will be its effective date.

Copies of all notices will be provided simultaneously to respective attorneys and brokers, if known.

32. LOSS: If prior to closing, improvements on the property will be destroyed or materially damaged by fire or other casualty, the term of the purchase price will become null and void.

33. INTEREST BEARING ACCOUNT AND I.R.S. CERTIFICATION: Seller and Purchaser agree that the earnest money is to be held in a federally insured interest bearing account at a financial institution designated by the Listing Broker with all interest earned in excess to the Purchaser, to be paid to Purchaser at the time of closing or upon termination of this Contract. Purchaser shall pay any and all service charges and/or costs charged by the financial institution in connection with the interest bearing account.

Listing Broker shall have no liability for earnest money due to failure of any financial institution. Listing Broker is hereby authorized, on anticipation of closing, to close said interest bearing account and prepare escrow distribution checks within five (5) business days of an anticipated closing.

Certification - Under penalty of perjury, by affixing my signature to the reverse side of this contract I certify:

(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

(2) I am not subject to backup withhold either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions - You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under reporting interest or dividends on your tax returns. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2).

35. CONSTRUCTION OF TERMS: Wherever appropriate, the singular includes the plural and the masculine or feminine includes the other or the neuter.

36. TIME IS OF THE ESSENCE OF THIS CONTRACT.

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EXHIBIT A

PARCEL 1:

THAT PART OF LOTS 1, 3, 4, 5, 6, AND 7 IN CAPRI GARDENS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 1; AND PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF LOT 3, 36 FEET SOUTHEASTERLY OF THE NORTHEASTERLY CORNER OF LOT 3; THENCE SOUTHWESTERLY ALONG A LINE 116 FEET SOUTHEASTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE OF LILLY LANE TO A LINE, SAID LINE BEING DRAWN FROM A POINT ON THE SOUTHEASTERLY LINE OF LOT 1, 164 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER TO A POINT ON THE NORTHWESTERLY LINE 182 FEET NORTHEASTERLY OF THE NORTHWESTERLY CORNER; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT 116 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF LOT 1; THENCE NORTHEASTERLY ALONG A LINE 116 FEET NORTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE OF CAPRI DRIVE TO THE NORTHEASTERLY LINE OF LOT 7, SAID LINE BEING ALSO THE SOUTHWESTERLY LINE OF ROSE AVENUE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF ROSE AVENUE TO THE POINT OF BEGINNING, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF SAID TRACT 40 FEET NORTHWESTERLY OF THE MOST EASTERLY CORNER; THENCE SOUTHWESTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE 200 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE 83 FEET; THENCE NORTHEASTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE 92 FEET; THENCE SOUTHEASTERLY AND PARALLEL TO THE NORTHEASTERLY LINE 83 FEET; THENCE SOUTHWESTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 1A:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND USE OF THE COMMON AREA AS THEREIN DEFINED, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED JUNE 1, 1976 AND RECORDED JULY 9, 1976 AS DOCUMENT 23553187 AND AS CREATED BY THE DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 15, 1975 AND KNOWN AS TRUST NUMBER 32017 TO CARMINE SPINELLI DATED JULY 1, 1976 AND RECORDED AUGUST 10, 1976 AS DOCUMENT 23590994, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

THAT PART OF LOTS 1, 3, 4, 5, 6, AND 7 IN CAPRI GARDENS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 1; AND PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF LOT 3, 36 FEET SOUTHEASTERLY OF THE NORTHEASTERLY CORNER OF LOT 3; THENCE SOUTHWESTERLY ALONG A LINE 116 FEET SOUTHEASTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE OF LILLY LANE TO A LINE, SAID LINE BEING DRAWN FROM A POINT ON THE SOUTHEASTERLY LINE OF LOT 1, 164 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER TO A POINT ON THE NORTHWESTERLY LINE 182 FEET NORTHEASTERLY OF THE NORTHWESTERLY CORNER; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT 116 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF LOT 1; THENCE NORTHEASTERLY ALONG A LINE 116 FEET NORTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE OF CAPRI DRIVE TO THE NORTHEASTERLY LINE OF LOT 7, SAID LINE BEING ALSO THE SOUTHWESTERLY LINE OF ROSE AVENUE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF ROSE AVENUE TO THE POINT OF BEGINNING, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF SAID TRACT 40 FEET NORTHWESTERLY OF THE MOST EASTERLY CORNER; THENCE SOUTHWESTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE 285 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE, 93 FEET; THENCE NORTHEASTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE 78, FEET; THENCE SOUTHEASTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE, 83 FEET; THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2A:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 2 FOR INGRESS AND EGRESS AND USE OF THE COMMON AREA AS THEREIN DEFINED, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED JUNE 1, 1976 AND RECORDED JULY 9, 1976 AS DOCUMENT 23553187 AND AS CREATED BY THE DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 33817, TO KATHLEEN PLATES AND OTHERS RECORDED AUGUST 10, 1976 AS DOCUMENTS 23590979, 23590983, 23590984, 23590987, 23590994 AND 23590998, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF LOTS 1, 3, 4, 5, 6, AND 7 IN CAPRI GARDENS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 1; AND PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF LOT 3, 36 FEET SOUTHEASTERLY OF THE NORTHEASTERLY CORNER OF LOT 3; THENCE SOUTHWESTERLY ALONG A LINE 116 FEET SOUTHEASTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE OF LILLY LANE TO A LINE, SAID LINE BEING DRAWN FROM A POINT ON THE SOUTHEASTERLY LINE OF LOT 1, 164 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER TO A POINT ON THE NORTHWESTERLY LINE 182 FEET NORTHEASTERLY OF THE NORTHWESTERLY CORNER; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT 116 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF LOT 1; THENCE NORTHEASTERLY ALONG A LINE 116 FEET NORTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE OF CAPRI DRIVE TO THE NORTHEASTERLY LINE OF LOT 7, SAID LINE BEING ALSO THE SOUTHWESTERLY LINE OF ROSE AVENUE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF ROSE AVENUE TO THE POINT OF BEGINNING, DESCRIBED AS FOLLOWS:

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COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF SAID TRACT 41 FEET SOUTHEASTERLY OF THE MOST NORTHERLY CORNER; THENCE SOUTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE 285 FEET; THENCE SOUTHEASTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE 84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE TO A LINE 123 FEET NORTHWESTERLY OF THE SOUTHEASTERLY LINE; THENCE NORTHEASTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE 78 FEET; THENCE NORTHWESTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE TO A LINE 125 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE; THENCE SOUTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3A:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3 FOR INGRESS AND EGRESS AND USE OF THE COMMON AREA AS THEREIN DEFINED, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED JUNE 1, 1976 AND RECORDED JULY 9, 1976 AS DOCUMENT 23553187 AND AS CREATED BY THE DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 33817, TO KATHLEEN PLAIS, DATED JULY 1, 1976 AND RECORDED AUGUST 10, 1976 AS DOCUMENT 23590979, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

THAT PART OF LOTS 1, 3, 4, 5, 6, AND 7 IN CAPRI GARDENS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 1; AND PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF LOT 3, 25 FEET SOUTHEASTERLY OF THE NORTHEASTERLY CORNER OF LOT 3; THENCE SOUTHWESTERLY ALONG A LINE 116 FEET SOUTHEASTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE OF LILLY LANE TO A LINE, SAID LINE BEING DRAWN FROM A POINT ON THE SOUTHEASTERLY LINE OF LOT 1, 154 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER TO A POINT ON THE NORTHWESTERLY LINE 182 FEET NORTHEASTERLY OF THE NORTHWESTERLY CORNER; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT 116 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF LOT 1; THENCE NORTHEASTERLY ALONG A LINE 116 FEET NORTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE OF CAPRI DRIVE TO THE NORTHEASTERLY LINE OF LOT 7, SAID LINE BEING ALSO THE SOUTHWESTERLY LINE OF ROSE AVENUE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF ROSE AVENUE TO THE POINT OF BEGINNING, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF SAID TRACT 41 FEET SOUTHEASTERLY OF THE MOST NORTHERLY CORNER; THENCE SOUTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE 285 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE, 84 FEET; THENCE NORTHEASTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE, 78 FEET; THENCE NORTHWESTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE, 84 FEET; THENCE SOUTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 4A:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 4 FOR INGRESS AND EGRESS AND USE OF THE COMMON AREA AS THEREIN DEFINED, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED JUNE 1, 1976 AND RECORDED JULY 9, 1976 AS DOCUMENT 23553187 AND AS CREATED BY DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 33817 TO PETER DI BENEDETTO AND JOSEPHINE DI BENEDETTO DATED JULY 1, 1976 AND RECORDED AUGUST 10, 1976 AS DOCUMENT 23590987, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

THAT PART OF LOTS 2, 3, 4, 5, 6, AND 7 IN CAPRI GARDENS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 1; AND PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF LOT 3, 36 FEET SOUTHEASTERLY OF THE NORTHEASTERLY CORNER OF LOT 3; THENCE SOUTHWESTERLY ALONG A LINE 116 FEET SOUTHEASTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE OF LILLY LANE TO A LINE, SAID LINE BEING DRAWN FROM A POINT ON THE SOUTHEASTERLY LINE OF LOT 1, 164 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER TO A POINT ON THE NORTHWESTERLY LINE 182 FEET NORTHEASTERLY OF THE NORTHWESTERLY CORNER; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT 116 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF LOT 1; THENCE NORTHEASTERLY ALONG A LINE 116 FEET NORTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE OF CAPRI DRIVE TO THE NORTHEASTERLY LINE OF LOT 7, SAID LINE BEING ALSO THE SOUTHWESTERLY LINE OF ROSE AVENUE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF ROSE AVENUE TO THE POINT OF BEGINNING, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF SAID TRACT, 41 FEET SOUTHEASTERLY OF THE MOST NORTHERLY CORNER; THENCE SOUTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE 200 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE, 84 FEET; THENCE NORTHEASTERLY AND PARALLEL TO THE NORTHWESTERLY LINE, 92 FEET; THENCE NORTHWESTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE, 84 FEET; THENCE SOUTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5A:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 5 FOR INGRESS AND EGRESS AND USE OF THE COMMON AREA AS THEREIN DEFINED, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED JUNE 1, 1976 AND RECORDED JULY 9, 1976 AS DOCUMENT 23553187 AND AS CREATED BY THE DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 33817, TO RALPH MARATEA AND ROSE MARATEA, HIS WIFE, DATED JULY 1, 1976 AND RECORDED AUGUST 10, 1976 AS DOCUMENT 23590983 AND BY DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 33817 TO PETER DI BENEDETTO AND JOSEPHINE DI BENEDETTO,

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HIS WIFE, DATED JULY 1, 1976 AND RECORDED AUGUST 10, 1976 AS DOCUMENT 23590904, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

THAT PART OF LOTS 1, 3, 4, 5, 6, AND 7 IN CAPRI GARDENS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 1; AND PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF LOT 3, 36 FEET SOUTHEASTERLY OF THE NORTHEASTERLY CORNER OF LOT 3; THENCE SOUTHWESTERLY ALONG A LINE 116 FEET SOUTHEASTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE OF LILLY LANE TO A LINE, SAID LINE BEING DRAWN FROM A POINT ON THE SOUTHEASTERLY LINE OF LOT 1, 164 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER TO A POINT ON THE NORTHWESTERLY LINE 182 FEET NORTHEASTERLY OF THE NORTHWESTERLY CORNER; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT 116 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF LOT 1; THENCE NORTHEASTERLY ALONG A LINE 116 FEET NORTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE OF CAPRI DRIVE TO THE NORTHEASTERLY LINE OF LOT 7, SAID LINE BEING ALSO THE SOUTHWESTERLY LINE OF ROSE AVENUE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF ROSE AVENUE TO THE POINT OF BEGINNING, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF SAID TRACT, 41 FEET SOUTHEASTERLY OF THE MOST NORTHERLY CORNER; THENCE SOUTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE, 102 FEET; THENCE SOUTHEASTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE, 94 FEET; THENCE NORTHEASTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE, 102 FEET; TO THE NORTHEASTERLY LINE; THENCE NORTHWESTERLY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6A:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 6 FOR INGRESS AND EGRESS AND USE OF THE COMMON AREA AS THEREIN DEFINED, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED JUNE 1, 1976 AND RECORDED JULY 9, 1976 AS DOCUMENT 23553187, AND AS CREATED BY THE DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 33817 TO KATHLEEN PLAIS, DATED JULY 1, 1976 AND RECORDED AUGUST 10, 1976 AS DOCUMENT 23590979, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF LOTS 1, 3, 4, 5, 6, AND 7 IN CAPRI GARDENS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 1; AND PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF LOT 3, 36 FEET SOUTHEASTERLY OF THE

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NORTHEASTERLY CORNER OF LOT 3; THENCE SOUTHWESTERLY ALONG A LINE 116 FEET SOUTHEASTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE OF LILLY LANE TO A LINE, SAID LINE BEING DRAWN FROM A POINT ON THE SOUTHEASTERLY LINE OF LOT 1, 164 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER TO A POINT ON THE NORTHWESTERLY LINE 102 FEET NORTHEASTERLY OF THE NORTHWESTERLY CORNER; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT 116 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF LOT 1; THENCE NORTHEASTERLY ALONG A LINE 116 FEET NORTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE OF CAPRI DRIVE TO THE NORTHEASTERLY LINE OF LOT 7, SAID LINE BEING ALSO THE SOUTHWESTERLY LINE OF ROSE AVENUE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF ROSE AVENUE TO THE POINT OF BEGINNING, DESCRIBED AS FOLLOWS:


COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF SAID TRACT 40 FEET NORTHWESTERLY OF THE MOST EASTERLY CORNER; THENCE SOUTHWESTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE, 102 FEET; THENCE NORTHWESTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE, 83 FEET; THENCE NORTHEASTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE 102 FEET TO THE NORTHEASTERLY LINE; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 7A:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 7 FOR INGRESS AND EGRESS AND USE OF THE COMMON AREA AS THEREIN DEFINED, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED JUNE 1, 1976 AND RECORDED JULY 9, 1976 AS DOCUMENT 23553187 AND AS CREATED BY THE DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 33817, TO RALPH MARATEA AND ROSA MARATEA, HIS WIFE, DATED JULY 1, 1976 AND RECORDED AUGUST 10, 1976 AS DOCUMENT 23590983 AND BY DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 33817, TO PETER DI BENEDETTO AND JOSEPHINE DI BENEDETTO, HIS WIFE, DATED JULY 1, 1976 AND RECORDED AUGUST 10, 1976 AS DOCUMENT 23590984, IN COOK COUNTY, ILLINOIS.

FIN: 02-01-307-023-0000
02-01-307-024-0000
02-01-307-025-0000

Common Address: 1700-1774 Rose Street, Palatine, IL

PREPARED BY:

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