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L 1976

NORTHWEST ASSOCIATION OF REALTORS®  
REAL ESTATE CONTRACT

TO: Owner of Records DATE OF OFFER: November 6, 1976

1. OFFER TO PURCHASE: 1503 W. Erie (PURCHASER)  
Chicago (CITY) IL (STATE) 60647 (ZIP)

(PURCHASER'S ADDRESS) offer to purchase the property commonly known as:  
Chicago (CITY) Cook (COUNTY) IL (STATE) (ZIP)

11. Either party may attach the legal description and/or permanent index number at a later date.  
12. **PERSONAL PROPERTY:** The following is the personal property, if any, now located on the premises and for which a Bill of Sale is to be given at the closing: ventilating and central air conditioning equipment; heating, lighting and plumbing fixtures; cabinets; planted vegetation; screens, storm windows and doors as well; drapery rods; curtain rods; attached TV antenna; garage door opener(s) and transmitter(s); and the following items of personal property:

15. Exclusions:

17. **3. TIME FOR ACCEPTANCE:** This offer shall be valid unless accepted by Seller no later than 11:59 PM  
18. **4. PURCHASE PRICE:** The purchase price is \$ 40,000 CASH  
19. **5. EARNEST MONEY:** Purchaser shall pay total earnest money in the amount of \$ 1,000.00 (10% of purchase price). The initial \$ NA by cash or check and \$ NA by cash or check within NA business days after date of Contract acceptance. The earnest money, and an original of this Contract, shall be held by Listing Company, as escrow, for the benefit of the parties hereto. The earnest money shall be held in a federally insured account at a financial institution designated by the escrowee. When total earnest money becomes \$5000 or more, purchaser may request earnest money to be placed in an interest bearing account; Rider 800 (which includes Internal Revenue Service Form W-9) must be attached hereto.

24. **6. PAYMENT OF THE PURCHASE PRICE:** The payment, including earnest money, and subject to applicable provisions, shall be paid by cashier's or certified check, or mutually agreeable negotiable instrument.

25. **7. MORTGAGE COMMITMENT:** This contract is subject to the condition that Purchaser be able to procure a 10 year, 10 % per year, with maximum interest never to exceed 10 % plus the (a) insurance, if required, to be amortized over 30 years, with the loan origination and/or service charges to be paid by Purchaser for such loan not to exceed NA (including handling fees, if any). Purchaser shall make written loan application within seven (7) business days after acceptance of this Contract. FAILURE TO DO SO SHALL CONSTITUTE A DEFAULT OF THIS CONTRACT. Purchaser will not lock in the interest rate for their mortgage at the time of loan application. The Purchaser shall inform the Seller or the Seller's agent of where the Purchaser has applied for a mortgage commitment, and the Purchaser shall consent to the making of reasonable inquiries as to the status of said mortgage commitment. If after making a reasonable effort, Purchaser is unable to procure such commitment within the time specified, then Purchaser may, within that time, notify the Seller in writing of (a) a request for an extension of time for mortgage commitment or (b) a declaration that the contract is null and void in which event all earnest money shall be returned to Purchaser. If Seller does not agree to the extension request, Purchaser, in any event, shall have two (2) business days to either remove the contingency and proceed to a cash transaction OR declare the contract null and void. IF SELLER IS NOT NOTIFIED OF (a) or (b) ABOVE BY PURCHASER, PURCHASER SHALL BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR AGREED TO PURCHASE THE PROPERTY WITHOUT SUCH MORTGAGE FINANCING. If Seller or Seller's agent within thirty (30) days following Purchaser's notice to cancel this contract procures for Purchaser such commitment or notifies Purchaser that Seller will accept a purchase money mortgage on the same terms, the Contract shall remain in full force and effect. In such event Seller shall notify Purchaser within five (5) business days of Purchaser's notice of Seller's election to provide or obtain such financing, and Purchaser shall furnish to Seller or Lender all requested information and shall sign all papers necessary to obtain the mortgage commitment and to close the loan.

40. **8. SALE OF REAL ESTATE:** The contract is contingent upon the occurrence of the following with WRITTEN NOTICE of same, for the real estate located at:

42. (A) Execution of a contract for sale of the real estate on or before 11:59 PM; said contract will not be contingent upon the sale of real estate; if the Purchaser's property is not currently listed the property shall be listed with REALTORS and placed in the local multiple listing service within 4 business days after contract acceptance, for the entire term of the contingency period, and/or

44. (B) Closing of the sale of the real estate, on or before 11:59 PM. If the contingencies have not been met or waived by the Purchaser on or before the specified date and any mortgage contingency contained in this contract has not been waived by the Purchaser, the contract shall become null and void and all earnest money shall be returned to the Purchaser. The parties agree that the Seller's property shall remain on the market during the term of each contingency period and any period being allowed for Attorney's Review of the contract. In the event Seller accepts another bona fide offer to purchase the subject property during such period, Seller shall notify Purchaser of same. Purchaser shall then have NA hours after Seller gives such notice to waive the above contingencies. If Purchaser does not so waive the contingencies then the contract shall become null and void and all earnest money shall be returned to the Purchaser upon written direction of all parties to the contract. IN THE EVENT SUCH NOTICE IS GIVEN BY SELLER, IN ADDITION TO WAIVING THE FOREGOING CONTINGENCIES, PURCHASER SHALL ALSO WAIVE ANY MORTGAGE CONTINGENCY ON HIS OWN BEHALF AND SHALL AGREE TO CLOSE THIS TRANSACTION AS A CASH PURCHASE WHETHER OR NOT PURCHASER HAS IN FACT OBTAINED A MORTGAGE FINANCING.

54. **4. TIME AND PLACE OF CLOSING:** Closing or escrow payout shall be on 11:59 PM, 1976 at such time as mutually agreed upon in writing, provided title has been shown good and merchantable or has been accepted by Purchaser, by conveyance by stamped recordable warranty deed, or other appropriate deed if title is vested in trust or in an estate with release of homestead rights and payment of the balance of the purchase price (with appropriate credits for earnest money and other appropriate terms) and delivery of a purchase money mortgage if applicable. This sale shall be closed at the office of Purchaser's mortgage, at the title company escrow closing office situated geographically nearest the property, or as shall be agreed mutually by the parties hereto.

57. **10. TITLE:** Title, when conveyed, shall be good and merchantable, subject only to general real estate taxes not due and payable at the time of closing and restrictions of record so long as they do not interfere with Purchaser's use and enjoyment of the property.

60. **11. TAXES:** Seller represents that the most recent ascertainable tax bill for the year 1974 is \$ 1,358.00, which reflects the following exemptions (strike inapplicable): homemaker, senior citizen homestead, or none.

62. **12. PROVISIONS:** (a) Real estate taxes based upon 110% of the most recently ascertainable full year real estate tax bill, rents, association dues, accrued interest on mortgage indebtedness for mortgages which are being assumed and other proratable items shall be prorated to the date of the actual closing. If the current rules and uses are based on the fact that the Seller qualified for any Exemption, Seller agrees that he has or shall have executed all documents prior to or at the closing necessary to preserve said exemption. Seller is responsible for full payment of any special assessments currently outstanding against the property, except those included in Paragraph 12 (b) hereinbelow, and NA. (b) Seller represents that as of the date of acceptance hereof the association dues pertaining to the property are \$ NA. Seller shall provide at Purchaser's request, prior to closing, copies (if any) of all Association Declarations, By-Laws, Articles, and Rules and Regulations.

68. **13. POSSESSION:** (a) Possession shall be delivered not later than: (Strike inapplicable provision) (i) at closing; (ii) 11:59 PM on AT CLOSING, 1976, provided the sale has been closed. For purposes of this Contract, possession shall be deemed to have been delivered when the Seller has vacated the premises and delivered the keys to the premises to the Purchaser or to the office of the Listing Company. (b) Seller agrees to pay all closing the sum of \$ NA per day to the Purchaser as rent from and including the day after closing to and including 11:59 PM, 1976, regardless of when possession is actually delivered. Purchaser shall NA return to Seller, any payment made for use and occupancy beyond the date actual possession is surrendered.

73. **14. BROKERAGE FEE:** Broker's fee shall be paid by the Seller to the Listing Company in accordance with the listing agreement.

74. **15. CONDITION OF SYSTEMS, EQUIPMENT AND APPLIANCES:** Seller will represent that as of the date and time of possession: (a) that all systems equipment and appliances, if any, to be conveyed by deed or sold by Bill of Sale, will be in operating condition, including but not limited to all mechanical equipment, heating and cooling equipment, water heaters and softeners, septic and plumbing systems, electrical systems, kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Purchaser, except NA; and (b) to the best of his knowledge, that the roof and foundation are free from leaks.

78. **16. RIDERS AND GENERAL CONDITIONS:** This contract is subject to the General Conditions on the back page hereof and the following NORTHWEST ASSOCIATION OF REALTORS® AND NORTHWEST SUBURBAN BAR ASSOCIATION approved Rider numbers attached hereto, which Riders and General Conditions are made a part of this Contract.

81. **17. CANCELLATION OF PRIOR CONTRACT:** This contract is not contingent upon the Seller canceling or terminating a prior contract for sale. If this contract is contingent upon said cancellation or termination, notice thereof shall be provided to Purchaser within ten (10) days of the date of contract acceptance.

84. PURCHASER ACKNOWLEDGES THAT THEY HAVE NOT RECEIVED A RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT FROM THE SELLER. SELLER ACKNOWLEDGES THAT THE INFORMATION CONTAINED IN SAID REPORT IS ACCURATE AS OF THE DATE OF THIS CONTRACT. SIGNIFICANCE OF OFFER AND ACCEPTANCE BY PARTIES

86. WE UNDERSTAND THAT THE OFFER MADE BY THE PURCHASER AND THE ACCEPTANCE OF THE SELLER AND THE SIGNATURES OF BOTH PARTIES SHALL CONSTITUTE A LEGALLY BINDING CONTRACT AND ALL PARTIES AGREE TO PERFORM THE TERMS AND CONDITIONS THEREOF.

91. DATE OF CONTRACT ACCEPTANCE: 11/6/76  
92. Purchaser's Mailing Address (Please print) 1503 W. Erie  
93. Chicago (City) IL (State) 60647 (Zip)  
94. Seller's Mailing Address (Please print) \_\_\_\_\_  
95. \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip)

96. Purchaser/Beneficiary/Agent (Signature) \_\_\_\_\_ Social Security Number \_\_\_\_\_  
97. Seller/Beneficiary/Agent (Signature) \_\_\_\_\_ Social Security Number \_\_\_\_\_  
98. Purchaser/Beneficiary/Agent (Signature) \_\_\_\_\_ Social Security Number \_\_\_\_\_  
99. Seller/Beneficiary/Agent (Signature) \_\_\_\_\_ Social Security Number \_\_\_\_\_

100. (For Information Only)  
101. Listing Salesperson (Please print) \_\_\_\_\_ NWAR Member Number \_\_\_\_\_  
102. Listing Salesperson (Please print) \_\_\_\_\_ NWAR Member Number \_\_\_\_\_

95895601

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Prepared By:  
E. Train Ortiz  
c/o Quincy Annex  
3237 W. North  
60647.

Property of



Luis A. Castillo  
7633 W. Cortland  
Edmwood Park St.  
60707.

DEPT-01 RECORDING \$23.00  
17777 TRAN 2972 11/25/96 11:57:00  
3953 RH \*-96-89560  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$20.00

Office

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76760  
76760

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EDWARD J. ROSEWELL      COOK COUNTY TREASURER  
12/25/96    Receipt : 1206                      Employee : JIM                      Page : 1

IN : 17-08-115-012-0000    Volume : 000589  
Address : 1503 W ERIE ST/CHICAGO, IL 606226113

Name : MORN VIKTORA

Mailing : 1503 W ERIE ST/CHICAGO, IL 606226113

Legal Description :  
Sub-Division Name : HICKERDIKES GEORGE ADD TO CHICAGO W 1/2

Legal : GEORGE HICKERDIKES ADD TO CHICAGO, BEING THE W 1/2 OF THE NW 1/4  
OF SEC 8-39-14    REC DATE: 05/27/1856

ST-TN-RG    BLOCK    PT    LOT  
08-39-14    0000010      0000002

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