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TO: OWNER OF RECORD SELLER DATE 9-20-95

I/We offer to purchase the property known as 4934 W. DRUMMOND CHICAGO IL 60639

lot approximately PER SURVEY feet, together with improvements thereon, including the following, if any, now on premises for which a Bill of Sale is to be given: Heating, central cooling, ventilating, plumbing and electrical fixtures; screens and alarms for windows and doors; shades, awnings, blinds, draperies, curtain and drapery rods; radiator covers; attached exterior TV antenna; attached mirrors, shelving, interior shutters, cabinets and bookcases; planted vegetation, washer/dryer, freestanding stove, dishwasher, disposal, 3 ovens/range(s); 2 refrigerator(s); 1 window air conditioner(s); ceiling fans; garage door opener; and

1. Purchase Price 150,000 but including 104,300 (Handwritten: 10-20-95)
2. Initial earnest money \$ 1,000 in the form of PERSONAL CHECK shall be held by FOR REALTY to be increased to 100% of purchase price within 5 days after acceptance hereof. Said initial earnest money shall be returned and this contract shall be void if not accepted by Seller on or before PRESENTATION. Earnest money shall be deposited by BUYER as escrowee, for the benefit of the parties hereto in an established escrow account in compliance with the laws of the State of Illinois. An original of this contract shall be held by Listing Broker.

3. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (STRIKE THROUGH INAPPLICABLE SUBPARAGRAPHS):
(a) Cash, Cashier's check or Certified check or any combination thereof. 10-20-95
(b) Assumption of existing mortgage (see Rider 1, if applicable). 10-20-95
(c) Mortgage Contingency. This contract is contingent upon Purchaser securing by 10-20-95 (date) a written commitment for a fixed rate mortgage, or an adjustable rate mortgage permitted to be made by U.S. or Illinois savings and loan associations or banks, for 2.75% per annum, amortized over 30 years, payable monthly, the interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed 7.5 % per annum. Purchaser shall pay for private mortgage insurance if required by lending institution. If Purchaser does not obtain such commitment, Purchaser shall notify Seller in writing by the aforesaid date. If Seller is not so notified, it shall be conclusively presumed that Purchaser has secured such commitment or will purchase said property with a mortgage financing. If Seller is so notified, Seller may, within an equal number of additional days, secure a mortgage commitment for a third party. Purchaser shall furnish all requested credit information, sign customary documents relating to the application and securing of such commitment, and pay one application fee as directed by Seller. If Purchaser notifies Seller as above provided, and neither Purchaser nor Seller secures such commitment as above provided, this contract shall be null and void and all earnest money shall be returned to Purchaser and Seller shall not be liable for any sales commission.

4. At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed with release of homestead rights (or other appropriate deed if title is in trust or in an estate), or Article of Agreement, for such a deed if that portion of subparagraph 3(d) is applicable, subject only to the following, if any: covenants, conditions, and restrictions of record; public and utility easements; existing leases and tenancies; special governmental taxes or assessments for improvements not yet completed; unrecorded special governmental taxes or assessments; general real estate taxes for the year 1994 and subsequent years; the mortgages or trust deed set forth in paragraph 3 and/or Rider 1. Seller represents that the 1994 general real estate taxes are PAID.

5. Seller represents and warrants that:
(a) existing leases, if any, are to be assigned to Purchaser at closing, none of which terminate within 12-11, 1995, and said existing leases have no option to renew, cancel or purchase; (b) the present monthly gross rental income is \$ 1,000.

6. Closing or escrow payout shall be on 10-31-95 (as provided in paragraph 3(c) above), provided title has been shown to be good or is accepted by Purchaser, at the office of Purchaser's mortgagee or at BUYER'S CHOICE UPON.

7. Seller agrees to surrender possession of said premises on or before 10-31-95, provided this sale has been closed.
(a) Use and Occupancy. At closing, Seller shall pay to Purchaser \$ 100 per day for use and occupancy commencing the first day after closing up to and including the date possession is to be surrendered or on a monthly basis, whichever period is shorter. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered.

(b) Possession Escrow. At closing, Seller shall deposit with escrowee designated in paragraph 2 above a sum equal to 2% of the purchase price to guarantee possession on or before the date set forth above, which sum shall be held from any net proceeds of the sale on escrowee form of receipt. If Seller does not surrender possession as above, Seller shall pay to Purchaser in addition to the above use and occupancy, the sum of 10% of said possession escrow per day up to and including the date possession is surrendered to Purchaser plus any unpaid use and occupancy to the date possession is surrendered, said amount(s) to be paid out of escrow and the balance, if any, to be turned over to Seller and acceptance of payments by Purchaser shall not limit Purchaser's other legal remedies. Seller and Purchaser hereby acknowledge that escrowee will not distribute the possession escrow without the joint written direction of the Seller and Purchaser or their authorized agent. If either Seller or Buyer objects to the disposition of the possession escrow then the parties hereto agree that the escrowee may deposit the possession escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. The parties agree that escrowee may be reimbursed from the possession escrow for all claims, including reasonable attorney's fees, related to the filing of the Interpleader and do hereby agree to indemnify and hold escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses.

8. PURCHASER ACKNOWLEDGES RECEIPT OF SELLER'S RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT, IF APPLICABLE.
9. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A PART HEREOF 70B.

10. DUAL AGENCY CONFIRMATION OF CONSENT: The undersigned confirm that they have previously consented to (licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to licensee acting as a Dual Agent in regard to the transaction referred to in this document.

11. The Real Estate Brokers named below shall be compensated in accordance with their agreements with their clients and/or any offer of compensation made by the Listing Broker in a multiple listing service in which the Listing and Cooperating Broker both participate.

12. It is agreed by and between the parties hereto that their respective attorneys may make modifications to the contract other than sales price, broker's compensation and dates, mutually acceptable to the parties. If within 5 days after acceptance of the Contract, it becomes an evident agreement cannot be reached by the parties hereto regarding the proposed modifications of their attorneys and written notice thereof is given to either party within the period specified herein, then this Contract shall become null and void and all monies paid by the Purchaser shall be refunded upon joint written direction of both parties to escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

13. Purchaser's obligation to purchase under the Contract is subject to the inspection and approval of the condition of the property by the Purchaser or Purchaser's agent, at Purchaser's expense, within 2 days from the date of acceptance of this Contract. Purchaser shall indemnify Seller from and against any loss or damage to the property caused by the act or omission of Purchaser or Purchaser's agent performing such inspection. In the event the condition of the property is not approved, written notice shall be given to the Seller or Seller's agent by the Purchaser within the time specified for approval, and thereupon, Seller's obligation to sell and Purchaser's obligation to purchase under this contract shall become null and void and all monies paid by the Purchaser shall be refunded upon joint written direction of both parties to escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

PURCHASER JOHN ADAMS ADDRESS 4958 W. BELDEN CHICAGO, IL 60639

PURCHASER NORAND V. DRES ADDRESS Same

ACCEPTANCE OF CONTRACT BY SELLER
This 21st day of September, 1995, I/We accept this contract and agree to perform and convey title or cause title to be conveyed according to the terms of this contract.
SELLER Jay Adams ADDRESS 198 Ashbury Lane Chicago, IL 60627

SELLER F 2750 A

FOR INFORMATIONAL PURPOSES:
Listing Office RAA REALTY REALTORS Address P 24 P
Seller's Designated Agent Name ARABAS MITO Phone T 512 V
Cooperating Office C21 T. C. REALTORS Address I 151 V
Buyer's Designated Agent Name DARIS RILEY Phone I 151 V

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\$24.00

DEPT-10 PENALTY

COOK COUNTY RECORDER

1#5555 TRAN 4584 01/04/96 14:18:00
#0556 # JJ #-96-009470

DEPT-01 RECORDING

\$27.50

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3. At least five days prior to closing date, Seller shall deliver to Purchaser or his agent evidence of merchantable title in the intruded gran-
(b) by exhibiting owner's duplicate Certificate of Title or a certified copy thereof, subject to no other exceptions than those listed on the reverse
hereof, and a currently dated Certificate of Title, or by the delivery of a Commitment For Title Insurance of a

exceptions than those listed on the reverse side hereof and to general exceptions contained in said commitment. Delay in delivery by Seller of Com-
mitment for Title Insurance due to delay by Purchaser's mortgagee in executing mortgage and bringing down title shall not be a default under this contract.
Every Certificate of Title or Commitment For Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as therein shown
evidence of title discloses other exceptions, Seller shall have thirty days from Seller's receipt of evidence of title to cure such exceptions and no
Purchaser accordingly, and as to those exceptions which may be removed at closing by payment of money, Seller may have same removed at closing
using the proceeds of sale in payment thereof.

4. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing
a notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served
personal delivery or commercial delivery service, by mail-order, telegram, or by the use of a facsimile machine with proof of transmission and a copy
the notice with proof of transmission being sent by regular mail on the date of transmission.

5. In the event of default by Purchaser, the earnest money, less the expenses and commission of the listing broker, shall be paid to the Sol-
If Seller defaults, the earnest money, at the option of Purchaser, shall be refunded to Purchaser, but such refunding shall not release Seller from
obligation of this Contract. In the event of any default, escrowee shall give written notice to Seller and Purchaser indicating escrowee's inten-
disposition of the earnest money and request the Seller's and Purchaser's written consent to the escrowee's intended disposition of the earnest mo-
within thirty (30) days after the date of mailing of the Notice. However Seller and Purchaser hereby acknowledge that if escrowee is a licensed
estate broker, escrowee may not distribute the earnest money without the joint written direction of the Seller and Purchaser or their authorized ag-
If escrowee is not a licensed real estate broker, Seller and Purchaser hereby agree that if neither party object, in writing, to the proposed disposition
the earnest money within thirty (30) days after the date of mailing of said notice that escrowee shall proceed to dispose of the earnest money
previously indicated by the escrowee. If either Seller or Buyer objects to the intended disposition within the aforementioned thirty (30) day period, or
in the event escrowee is a licensed real estate broker and does not receive the joint written direction of the Seller and Purchaser authorizing
distribution of the earnest money, then the parties hereto agree that the escrowee may deposit the earnest money with the Clerk of the Circuit Co-
by the filing of an action in the nature of an interpleader. The parties agree that escrowee may be reimbursed from the earnest money for all co-
including reasonable attorney's fees, related to the filing of the interpleader and do hereby agree to indemnify and hold escrowee harmless from
and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such default claims and deman-
6. Seller represents and warrants that the heating, plumbing, electrical, central cooling, ventilating systems, appliances and fixtures on
premises are in working order and will be so at the time of closing, and that the roof is free of leaks and will be so at the time of closing. Purchaser
have the right to inspect the premises during the 48-hour period immediately prior to closing to verify that such are in working order and that
property is in substantially the same condition, normal wear and tear excepted, as of the date of this Contract.

7. If this property is now construction, then Purchaser and Seller agree to comply with all insulation disclosure requirements as provided
the Federal Trade Commission, and Rider 13 is hereby attached.

8. Seller warrants that no notice from any city village, or other governmental authority of a dwelling code violation which currently exist
the aforesaid premises has been issued and received by Seller or his agent. If a notice is received between date of acceptance of the Contract and
date of closing, Seller shall promptly notify Purchaser of such notice.

9. If the subject property is located in the City of Chicago, Seller and Purchaser agree that Seller and Purchaser shall comply with provis-
of Chapter 193.2 of the Chicago Municipal Code concerning Heating Cost Disclosure for the subject property.

10. At the request of Seller or Purchaser evidenced by notice in writing to the other party at any time prior to the date of delivery of d
hereunder, this sale shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual form
deed, and Money Escrow Agreement then furnished and in use by said company, with such special provisions inserted in the escrow agreement as
be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purch-
price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow and the Bro-
shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Purchaser and Sol

11. Prior to closing, Seller shall furnish a survey by a licensed land surveyor dated not more than six (6) months prior to date of closing ho-
showing the present location of all improvements. If Purchaser or Purchaser's mortgagee desires a more recent or extensive survey, same shall
obtained at Purchaser's expense.

12. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth herein, and an ALTA form if required
Purchaser's mortgagee, or the Title Insurance Company for extended coverage.

13. Right is reserved by either party to insert correct legal description at any time, without notice, when same is available.

14. Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of this sale.

15. Purchaser may place a mortgage on this property and apply proceeds of such mortgage to the purchase price. In the event this trans-
action does not close Purchaser agrees to promptly cause release of same.

16. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the I
Estate Settlement Procedures Act of 1974, as amended, and the Illinois Responsible Property Transfer Act of 1988 as amended.

17. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a complete
declaration signed by the Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller
Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by lo-
ordinance shall be paid by designated party in said ordinance.

18. Seller shall remove from premises by date of possession all debris and Seller's personal property not conveyed by Bill of Sale to Purche-
19. Seller agrees to surrender possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and t
excepted.

20. Time is of the essence of this contract.

21. Wherever appropriate, the singular includes the plural and masculine includes the feminine or neuter.

22. In the event the property is in a flood plain and flood insurance is required by Purchaser's lender, Purchaser shall pay for same.

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Fax from : 7886732822

01/03/96

13:03

Pg: 1

JAN-3-96 THU 13:54 Century 21 Jay C Realty 7886732822

P. 01



Rider 708

THIS RIDER IS MADE A PART OF AND INCORPORATED INTO THAT CERTAIN REAL ESTATE CONTRACT DATED 9-20, 1995 FOR THE SALE OF THE PROPERTY COMMONLY KNOWN AS 4934 N. KRAMMONA CHICAGO, ILLINOIS ENTERED INTO BY OWNER OF RECORD (SELLER) AND CARMEN OCHOA (PURCHASER).

ATTORNEY'S APPROVAL

It is agreed by and between the parties hereto as follows: That their respective attorneys may approve or make modifications, other than price and dates, mutually acceptable to the parties. Approval will not be unreasonably withheld, but, if within 5 days after the date of acceptance of the Contract, it becomes evident agreement cannot be reached by the parties hereto, and written notice thereof is given to either party within the time specified, then this Contract shall become null and void, and all monies paid by the Purchaser shall be refunded. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

INSPECTION

Purchaser's obligation to purchase under this Contract is subject to the inspection and approval of the condition of the property by the Purchaser or Purchaser's agent, at Purchaser's expense, within 5 days from the date of acceptance of this Contract. Purchaser shall indemnify Seller from and against any loss or damage to the property caused by the acts or omissions of Purchaser or the person performing such inspection. In the event the condition of the property is not so approved, written notice shall be given to the Seller or Seller's agent by the Purchaser within the time specified for approval, and thereupon, Seller's obligation to sell and Purchaser's obligation to purchase under this contract shall become null and void and all monies paid by the Purchaser shall be refunded. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED, THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

CONDITION OF PROPERTY

Notwithstanding anything to the contrary contained in this Contract, Seller represents that the heating, plumbing, electrical, central cooling, ventilating systems, appliances and fixtures on the premises are in working order and will be so at the time of closing, and that the roof is free of leaks and will be so at the time of closing.

Purchaser shall have the right to inspect the premises during the 48-hour period immediately prior to closing to verify that such are in working order and that the property is in substantially the same condition as on the date of this Contract, normal wear and tear excepted.

INTEREST BEARING ACCOUNT RIDE

It is agreed by and between the parties hereto as follows: That the earned money held with regard to the above captioned contract shall bear interest for the party listed on the Form W-9 below.

Form W-9, Payer's Request for Taxpayer Identification Number.

Form W-9 (Rev. December 1988) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification		Give this form to the requester. Do NOT send to IRS.
Name (Print name, first and last, and give the name of the estate or estate's executor, administrator, trustee, or beneficiary, if appropriate)		List account number(s) here (optional)		
Address (number and street)		City, state, and ZIP code		
Name (Print name, first and last, and give the name of the estate or estate's executor, administrator, trustee, or beneficiary, if appropriate)		For Payers Exempt From Backup Withholding (See instructions)		
Enter your taxpayer identification number in the appropriate box. For individuals and sole proprietors, this is your social security number. For IRAs, annuities, and your employer identification number, if you do not have a number, see How To Obtain a TIN, below.		Social Security number		
Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.		OR		
Certification.— Under penalties of perjury, I certify that:		Employer Identification number		Requester's name and address (optional)
(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 withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).		
Certification instructions.— You must cross out line (2) above if you have been notified by IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (Also see Signing the Certification under Specific Instructions, on page 2.)				
Place Sign Here	Signature <u>Carmen Ochoa</u>		Date <u>9-20-95</u>	

96008470

Carmen Ochoa (Requester) Joe Clement (Attorney for Mildred Volcan)

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Lot 34 (except the West 8.33 feet) and Lot 35 (except the East 8.33 feet) in Block 6 in Edward F. Kennedy's resubdivision of the East $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN# 13-28-415-025

Address 4934 West Drummond, Chicago, Il. 60639

Property of Cook County Clerk's Office

96009570

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Property of Cook County Clerk's Office

100-111111

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07560096

Property of Cook County Clerk's Office

PIN# 13-28-410-025
Address 4934 West Drummond, Chicago, IL 60639

Lot 34 (except the west 8.33 feet) and Lot 35 (except the east 8.33 feet) in Block 6 in Edward F. Kennedy's re-subdivision of the East 1/4 of the Southeast 1/4 of Section 28, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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