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- 129. **WELL AND SEPTIC SYSTEMS:** In the event the premises has a well or septic system, the Seller will provide the Purchaser, at the Seller's expense, within twenty-one (21) days after the date of the Contract, a well water evaluation report and septic system evaluation report acceptable to the appropriate governmental authority, indicating proper operating condition and a laboratory approved well water evaluation. If the Seller has provided such reports and the Buyer is unable to obtain a satisfactory evaluation report within the time specified, Seller shall serve written notice of such failure and inability to obtain the necessary reports. The Purchaser and Seller shall mutually agree in writing to arrange to complete such reports at the Seller's expense. In the event such compliance cannot be completed in the time specified, then the Purchaser may declare the contract null and void, and the earnest money deposit shall be returned to the Purchaser upon written direction of a judge to rescind.
- 130. **ABSENCE OF TITLE:** Seller shall, at the expense, deliver or cause to be delivered to Purchaser or Purchaser's attorney within customary time limitations and sufficiently in advance of closing evidence of title in Seller or Grantor by a title commitment for life insurance by a title company licensed to operate in the State of Florida, bearing a date on or subsequent to the date of the acceptance of the Contract, but not less than 45 days prior to the closing, in the amount of the purchase price, subject only to items listed in the TITLE paragraph on the face of the contract and listed stock objections, together with payment, directly or by credit for all reasonable Seller's charges, including but not limited to: search, insurance, recording charges, and transfer taxes. Delay in delivery by Seller of a commitment for life insurance due to a delay by Purchaser's mortgagee in recording the mortgage and bringing down the title shall not cause a default of the Contract. The title insurance policy or commitment for the insurance furnished by Seller shall be conclusive evidence of good and marketable title as therein shown, subject only to the exceptions therein stated. Evidence of title defects (other defects, Seller shall have thirty (30) additional days to cure such defects and notify Purchaser, but Purchaser may take the title with such other defects (with right to deduct from the purchase price here and encumbrances for a definite or ascertainable amount) by notifying Seller and tendering performance. At closing, Seller shall execute customary form of all debt of title and upon customary ALTA forms and other forms as may be required by law or custom. In the event the property is currently registered in Florida, the parties agree that all costs attributable to the Florida registration shall be paid by the Seller.
- 131. **POSSESSION:** In the event that possession is not delivered at closing, Seller shall deposit in escrow with the Listing Company as escrowee or other designated escrow agent as agreed to by the parties, at closing and by separate check, the sum of two percent (2%) of the sale price to guarantee that possession of the property shall be delivered to Purchaser on or before the date and time specified in the Contract. If possession is so delivered, the escrow fund shall be paid to the Seller. If possession is not so delivered, the designated escrowee shall pay to the Purchaser from the escrow fund the sum of \$1000 per day for each day possession is withheld from Purchaser after such specified date and time, and shall pay the balance of the escrow fund, if any, to the Seller. In the event that possession is not delivered to Purchaser within fifteen (15) days of the date specified herein, Seller shall continue to be liable to Purchaser for a sum of money equal to 1/10th of the possession escrow sum specified herein for each day possession is so withheld from Purchaser, without prejudice to any other rights or remedies available to Purchaser.
- 132. **SURVEY:** Prior to closing, Seller shall furnish a survey by a licensed land surveyor dated not more than six (6) months prior to the date of closing (provided) herein and showing all improvements presently located thereon, including buildings, fences, utility, easements and otherwise. If Purchaser or Purchaser's mortgagee desires a more recent or alternative survey, same shall be obtained at Purchaser's expense. In the event the survey discloses encroachments, violations of easements or other violations, this Contract, at the option of the Purchaser, shall become null and void, unless Seller can obtain insurance over such matters.
- 133. **FLOODING RISK:** If required by the Purchaser's lender, Purchaser shall purchase flood insurance.
- 134. **CONDITIONS OF SALE:** (a) Seller shall remove from the premises by the date of possession all debris and personal property not conveyed by Bill of Sale to Purchaser and shall leave the premises in a clean condition. (b) Seller agrees to surrender possession of the real estate in the same condition as it was at the Date of Offer, ordinary wear and tear excepted. (c) Except as provided in (1) and (2) hereinabove (CONDITION OF SYSTEMS, EQUIPMENT AND APPLIANCES), Seller shall not be responsible for any repair, restoration or replacement of anything on the premises which was damaged, defective or destroyed prior to the Date of Offer. (d) Purchaser reserves the right to inspect the premises within seventy-two (72) hours prior to the closing to determine Seller's compliance with the foregoing, as a condition of closing.
- 135. **CONVICTIONS:** Seller warrants that he has not received any notice from any city, village or other governmental authority of any dwelling code, zoning ordinance or architectural control violation. If a notice is received before an acceptance of the contract and date of closing, Seller shall promptly notify Purchaser of such notice, at which time the Seller shall have the option of repairing all such building code violations at Seller's own cost, and if the Seller elects not to make such repairs, the Purchaser shall have three (3) business days to cancel the contract. In the absence of such notice to cancel, the contract shall continue in full force and effect.
- 136. **WARRANTIES AND REPRESENTATIONS:** Any warranties and representations and other similar provisions requiring additional acts after the closing shall survive the closing and the consequences of the deed and shall continue to be binding upon the parties.
- 137. **REAL ESTATE TRANSFER TAXES:** Seller shall pay the amount of any stamp tax imposed by State of Illinois law and county law on the transfer of title. Any transfer tax imposed by local ordinance shall be paid in accordance with said ordinance. Both parties agree to execute any declarations or any forms required in connection with said transfer taxes. Seller shall comply with all local ordinances regarding inspection and/or transfer of the property prior to closing.
- 138. **MORTGAGE PLACEMENT:** Purchaser may record a mortgage on this property and apply the proceeds on the purchase.
- 139. **PAYMENT:** Existing mortgage and other lien indebtedness may be paid at closing out of the sale proceeds, unless Purchaser takes the subject therein.
- 140. **REAL ESTATE PROPERTY TAX ESCROW:** If the property has previously not been taxed or improved, the sum of three percent (3%) of the purchase price shall be deposited in escrow with the Purchaser's Lender, if required, or with Seller's attorney. When the exact amount of the taxes prorated under the Contract can be ascertained, the taxes shall be prorated by the Seller's attorney at the request of either party, and the Seller's share of such tax liability after proration shall be paid to the Purchaser from the escrow funds and the balance, if any, shall be paid to the Seller. If the Seller's obligation after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.
- 141. **ESCROW CLOSING:** At the election of either party upon written notice to the other party, the sale shall be closed through an escrow office closest to the subject property at a title company or a banking institution licensed to operate in the State of Florida, or at such other place as otherwise agreed, by which the earnest money escrow with such special provisions mentioned in the escrow agreement may be required to conform with the Contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and the earnest money shall be deposited in the escrow. The cost of the escrow shall be paid by the party requesting it unless otherwise agreed.
- 142. **DEPOSIT:** In the event of default by Purchaser, the earnest money, less the expenses and commission of the listing agent, shall be paid to the Seller. If Seller defaults, the earnest money, at the option of Purchaser, shall be returned to Purchaser, but such refunding shall not release Seller from the obligations of this Contract. In the event of litigation, the prevailing party shall be entitled to collect reasonable attorney fees and costs from the losing party. In the event of a default between Seller and Purchaser as to whether a default has occurred, broker may, if acting as escrowee of earnest money, initiate an action in the nature of interpleader and deposit all deposited escrow funds with the Clerk of the Circuit Court. The parties agree that the escrowee shall be reimbursed from the earnest money for all costs, 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 arising out of such claims and demands.
- 143. **MEDIATION:** The parties hereto agree that any and all disputes or claims between Purchaser and Seller arising out of or relating to this Contract or the breach of the Contract shall be referred to the INDIAN HOME COLLETS/INDIAN HOME PURCHASERS NON BINDING MEDIATION SYSTEM and shall be mediated in accordance with the Rules and Procedures of said system. The cost of said mediation shall be shared equally between the parties, and shall not exceed \$400 for a 1/2-day session.
- 144. **FORCE:** If prior to closing, improvements on the property shall be destroyed or materially damaged by fire or other casualty, the Contract, at the option of the Purchaser, shall become null and void.
- 145. **NOTICES:** All notices required shall be in writing and served by one party or his attorney to the other party or his attorney. Notice shall be given in the following manner: (1) By personal delivery of such notice to the other party, or (2) By mailing of such notice to the other party by regular mail AND by either (a) certified mail, return receipt requested, or (b) registered mail with confirmation copy. In the event notice is served by certified mail or registered mail, the date of mailing of the notice shall be its effective date, or (3) By sending electronic transmission to the other party or his attorney, followed by mailing of original by regular mail. Notice shall be effective as of date and time of electronic transmission.
- 146. **EXECUTIVE MACHINES:** Seller and Purchaser agree as follows: (1) For purposes of negotiating and issuing this Contract, any signed documentation including the Contract, Riders and any subsequent amendments transmitted by facsimile machine shall be treated in all manner and respects as an ORIGINAL document and shall be considered to have the same binding legal effect as an ORIGINAL document. (2) The signature of any party shall be considered for these purposes as an ORIGINAL signature. (3) At the request of either party, any facsimile document shall be re-issued by both parties in an ORIGINAL form. (4) The parties hereto agree that neither shall use the use of the facsimile machine or the fact that any signature or document was transmitted or communicated through the use of a facsimile machine as a defense to the formation of this Contract (including any subsequent amendments, terms to this Contract and any signed documents), and forever waive any such defenses.
- 147. **BUSINESS DAYS:** Business Days are defined as Monday - Friday until 5:00 p.m. local time, excluding federal holidays.
- 148. **TERM OF THE TENANCY OF THIS CONTRACT:**

1820 Elmwood Park #11, 60635



ITP
F
A

Form with fields for Name, Address, City, State, and Social Security Number. Includes handwritten entries for 'MARK DABRODSKI' and 'VIVIAN RIVIERA'.

1820 79th Ct
Date of Contract Acceptance
January 23rd, 1996

THE UNDERSIGNED THAT THE OFFER MADE BY THE PURCHASER AND THE ACCEPTANCE OF THE OFFER AND THE SIGNATURES OF BOTH PARTIES SHALL CONSTITUTE A LEGALITY...

NO CHANGE OF TERMS AND ACCEPTANCE BY PARTIES... THE PURCHASER'S RESPONSIBILITY TO REPORT TO THE SELLER...

PROPERTY INFORMATION THAT THE PURCHASER HAS BEEN ADVISED BY THE SELLER...

CONSTRUCTION OF THE OTHER PARTY'S CONTRACT...

1. THE PURCHASER'S RESPONSIBILITY TO REPORT TO THE SELLER...

2. THE PURCHASER'S RESPONSIBILITY TO REPORT TO THE SELLER...

3. THE PURCHASER'S RESPONSIBILITY TO REPORT TO THE SELLER...

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19. THE PURCHASER'S RESPONSIBILITY TO REPORT TO THE SELLER...

20. THE PURCHASER'S RESPONSIBILITY TO REPORT TO THE SELLER...

DONE AT CUSTOMER'S REQUEST

88613196

DEPT-01 RECORDING \$25.50
150003 TRAM 3470 02/21/96 12:52:00
44015 # L71 *96-131983
COOK COUNTY RECORDER
DEPT-10 PENALTY \$22.00

Owner of record
MICHAEL & LUIS RIVIERA
1820 79th Ct
ELMWOOD PARK IL 60635
3573 (CP) LYNDALE (BATE)
CHICAGO COOK IL 60625

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EDWARD J. ROSEWELL COOK COUNTY TREASURER
02/21/96 Receipt : 9621/128 Employee : MARGIE Page : 1

P I N : 13-35-212-003-0000 Volume : 000373

Address : 3573-7 W LYNDALE/CHICAGO, IL 60625

Name : LITZENBERGER JAKOB P

Mailing : 3573-7 W LYNDALE/CHICAGO, IL 606466205

Legal Description :

Sub-Division Name : SUB OF N1/2 W1/3 NE1/4

Legal : SUB OF THE N 1/2 OF THE W 1/3 OF THE NE 1/4 OF SEC 35-40-13 RMC

DATE: 09/09/1889 DOC NO: 01153511

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35-40-13		W	0000207

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