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REAL ESTATE
SALE CONTRACT
DATED DECEMBER 9, 1995
BETWEEN CHENG-FU KAO
AND MAY-FAY KAO,
AS SELLERS AND
HINKO AGICIC AND
DRAGICA AGICIC,
AS PURCHASERS

96195212

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COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

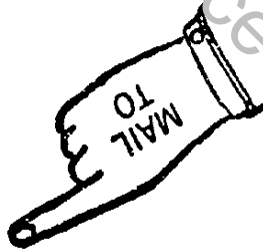
RECORDING 33.00
MAIL 0.50
PENALTY 30.00
96195212

LEGAL DESCRIPTION:

LOT 27 AND THE EAST 1.5 FEET OF LOT 28 IN BLOCK 10 IN GROSS NORTH ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTHWESTERLY HALF (1/2) OF THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N : 14-19-435-015

"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT
ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."



Prepared by:

MAIL TO:

ATTORNEY BONNIE SPACCARELLI HANNON
18-5 East Dundee Road, Suite #106
Barrington, Illinois 60010

96195212

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30.00
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JAN 10 1970
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REAL ESTATE SALE CONTRACT -- APARTMENTS/INVESTMENTS



TO: CHENG-FU KAO and MAY-FAY KAO SELLER DATE: December 1, 1975

1/We offer to purchase the property known as 1652 West Belmont, Chicago, Illinois 60657

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 storm for windows and doors, shades, awnings, blinds, draperies, curtain and drapery rods; radiator covers; attached exterior TV antenna; attached interior TV antenna; shelving, interior shutters, cabinets and bookcases; planted vegetation, washer/dryer; fireplace; dishwasher; dishwashers; disposal; overhang(s); refrigerator(s); window air conditioner(s) ceiling fans; garage door opener; and but excluding any personal property belonging to tenant

2 Purchase Price \$ 722,000.00 shall be held by
3 Initial earnest money \$ 5,000.00 in the form of personal check

4 James T. Purcell shall be void if not accepted by Seller on or before 19 Earnest money shall be deposited by the State of Illinois. An original of this contract shall be held by James T. Purcell Escrowed.

5 The balance of the purchase price shall be paid at the closing, plus or minus provisions, as follows: (STRIKE THROUGH INAPPLICABLE SUBPARAGRAPHS)
(a) Cash, Cashier's check or Certified Check up to 100,000.00

(b) Mortgage Contingency: This contract is contingent upon Purchaser securing by JANUARY 15, 1976 (date) a 1st mortgage for a fixed rate mortgage, or an adjustable rate mortgage if an adjustable rate mortgage is not in effect, for the sum of \$180,000.00 (amount) at a fixed rate of interest of 10 per cent, plus appraisal and credit report fee. If said mortgage has a balloon payment, it shall be due no later than 30 years, payable monthly, 3 per cent, amortized over 30 years. Purchaser shall pay for private mortgage insurance for the term of the mortgage. If Seller is not so notified, it shall be conclusively presumed that Purchaser has secured such commitment or will purchase said property without mortgage financing. If Seller is so notified, Seller may, within an equal number of additional days, secure a mortgage commitment for 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 lender. 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.

6 Seller shall provide a Deed of conveyance and a Trust Deed (Installment Agreement for Deed) in the amount of 0 with the balance by STRIKE THROUGH per cent, to be paid in 18 months with unlimited interest at the rate of 10 per cent, to be paid in 18 months. If the parties cannot agree on the form of said prepayment or escrow payment without penalty, payment in escrow for 180 days shall be used or the George E. Cole Installment Agreement, No. 24 shall be used, whichever instrument, Chicago Title & Trust Company, and Trust Deed No. 1 shall be used or the George E. Cole Installment Agreement, No. 24 shall be used, whichever may be applicable to Seller records a credit report. Purchaser shall deliver same to Seller within four days of such receipt; and Seller may tender this agreement to the lender for recording.

7 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 for other appropriate deed if title is in trust or in fee, and all other instruments, including but not limited to, public and utility easements, existing leases and any other governmental taxes or assessments for improvements not yet completed; and assessed special governmental taxes or assessments, general and sales taxes for the year 1975 and subsequent years; the mortgage, or trust deed set forth in paragraph 8 and/or Rider 7. Seller represents that the 18 94 general real estate taxes are paid.

8 Seller represents and warrants that:
(a) existing leases, if any, are to be assigned in Purchaser's name of which expire later than N/A, and said existing leases have no option to renew, cancel or purchase, (b) the present monthly gross rent income is \$ per lease PROVISIONS

9 Closing or escrow payment shall be on JAN 25, 1976 (date) provided title has been shown to be good or is covered by Purchaser's Chicago Title Insurance Company

10 Seller agrees to surrender possession of said premises on closing (date) 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 8 above a sum equal to 5% of the purchase price to guarantee possession on or before the date set forth above, which sum shall be held from the 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 possession by Purchaser shall not limit Purchaser's other legal remedies. Seller and Purchaser hereby acknowledge that execution of this contract shall not constitute the possession escrow without the joint written instruction of the Seller and Purchaser to their authorized agent. If either Seller or Buyer or either to the disposition of the possession escrow upon the parties hereto, 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 the escrowee may be reimbursed from the possession escrow for all costs including reasonable attorney's fees, related to the filing of the Interpleader and to 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.

11 THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A PART HEREOF: Supplemental Rider, Purchaser's Residence Agency Rider, W-9, Tax Receipt

12 James T. Purcell (Name) acting as a Dual Agent in regard to both parties to this contract on their behalf and specifically James T. Purcell (Name) acting as a Dual Agent in the name of James T. Purcell (Name)

13 Seller's Initials _____ Buyer's Initials _____

14 The Real Estate Broker named below shall be compensated in accordance with their agreements with their client. No fee or other offer of compensation made by the listing broker in a multiple listing service in which the listing and cooperating broker both participate.

15 It is agreed by and between the parties hereto that their attorneys may make modifications to the contract, if it becomes evident agreement cannot be reached by and unless mutually acceptable to the parties. If within 15 days after acceptance of the Contract, if it becomes evident agreement cannot be reached by the parties hereto regarding the proposed modifications to 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 moneys paid by the Purchaser shall be refunded upon joint written direction of both parties to escrow. 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.

16 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 15 days from the date of acceptance of this Contract. Purchaser shall not be bound by Seller's representation and agent's report, or any loss or damage to the property caused by the acts or omissions 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 acceptance, and thereupon, Seller's obligation to sell and Purchaser's obligation to purchase under this contract shall become null and void and all moneys paid by the Purchaser shall be refunded upon joint written direction of both parties to escrow. 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 James T. Purcell ADDRESS 2123 W. Wellington
HINKO AGT/CIC 339-56-3007 Chicago, IL 60618

PURCHASER James T. Purcell ADDRESS same
DRAGICA AGT/CIC 317-84-6007 (City/State)

ACCEPTANCE OF CONTRACT BY SELLER
This 9 day of December, 1975 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 Cheng-Fu Kao ADDRESS 1048 Illinois Road
CHENG-FU KAO WILMETTE, IL 60091

SELLER May-Fay Kao ADDRESS same
MAY-FAY KAO (City/State)

FOR INFORMATIONAL PURPOSES:
Listing Office _____ Address _____
Seller's Designated Agent Name _____ Phone _____
Escrow Office _____ Address _____
Buyer's Designated Agent Name _____ Phone _____

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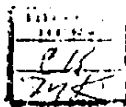
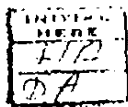
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PROVISIONS

- 1 Real estate taxes (based on most recent ascertainable taxes), rent, interest on existing mortgage, if any, water taxes and other items shall be prorated to date of closing. If property herein is improved, but last available tax bill is on vacant land, parties hereto agree to appropriate taxes when bill on improved property is available. Security deposits, if any, shall be paid to Purchaser at closing.
- 2 The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
- 3 At least five days prior to closing date, Seller shall deliver to Purchaser or his agent evidence of merchantable title in the intended grantor: (a) by exhibiting owner's duplicate Certificate of Title or a certified copy thereof, subject to no other exceptions than those listed on the reverse side thereof, and a currently dated Special Tax Report issued by the Registrar of Titles, or (b) by delivering a Commitment For Title Insurance of a title insurance company bearing date on or subsequent to the date of the acceptance of this contract, in the amount of the purchase price subject to no other exceptions than those listed on the reverse side hereof and to general exceptions contained in said commitment. Delay in delivery by Seller of Commitment For Title Insurance due to delay by Purchaser's mortgagee in recording mortgage and bringing down title shall not be a default of this contract. Every Certificate of Title or Commitment For Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as therein shown. If evidence of title discloses other exceptions, Seller shall have thirty days from Seller's receipt of evidence of title to cure such exceptions and notify Purchaser accordingly, and as to those exceptions which may be removed at closing by payment of money, Seller may have same removed at closing by using the proceeds of sale in payment thereof.
- 4 All notices hereby required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient notice when the notice is mailed. Notices may also be served by personal delivery or commercial delivery service, by mail agram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of 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 Seller. If Seller defaults, the earnest money, at the option of Purchaser, shall be refunded to Purchaser, but such refunding shall not release Seller from the obligation of this Contract. In the event of any default, escrowee shall give written notice to Seller and Purchaser indicating escrowee's intended disposition of the earnest money, and request the Seller's and Purchaser's written consent to the escrowee's intended disposition of the earnest money within thirty (30) days after the date of mailing of the Notice. However Seller and Purchaser hereby acknowledge that if escrowee is a licensed real estate broker, escrowee may not, without the earnest money without the joint written direction of the Seller and Purchaser or their authorized agent. 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 of 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 as 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 the distribution of the earnest money, then the parties hereto agree that the escrowee may deposit the earnest money 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 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 default claims and demands.
- 6 Seller represents and warrants 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, normal wear and tear excepted, as of the date of this Contract.
- 7 If this property is new construction, then Purchaser and Seller agree to comply with all insulation disclosure requirements as provided by the Federal Trade Commission, and Ricer 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 exists in the abovesaid premises has been issued and received by Seller or his agent. If a notice is received between date of acceptance of the Contract and the 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 provisions of Chapter 183.2 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 deed hereunder, this sale shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual form of deed and Money Escrow Agreement then furnished and in use by said company, with such special provisions inserted in the escrow agreement as may be required to conform with this 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 this contract and the earnest money shall be deposited in the escrow and the Broker 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 Seller.
- 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 hereof showing the present location of all improvements. If Purchaser or Purchaser's mortgagee desires a more recent or extensive survey, same shall be 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 by 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 transaction 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 Real 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 completed 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 or 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 local ordinance shall be paid by designated party in said ordinance.
- 18 Seller shall remove from premises by date of possession all debts and Seller's personal property not conveyed by Bill of Sale to Purchaser.
- 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 tear 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.

THE PROVISIONS OF THIS CONTRACT MAY BE AMENDED BY THE TERMS OF THE ATTACHED RIDERS WHICH ARE INCORPORATED HEREBY BY REFERENCE.



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Rev 11/30/95

SUPPLEMENTAL RIDER FOR SALE OF REAL ESTATE COMMONLY KNOWN AS 1652 WEST BELMONT AVENUE, CHICAGO, ILLINOIS

ANYTHING IN THE ORIGINAL CONTRACT TO THE CONTRARY NOTWITHSTANDING, THE PARTIES AGREE THAT THE MODIFICATIONS CONTAINED IN THIS RIDER SHALL CONTROL:

SR-1 ATTORNEYS FOR THE RESPECTIVE PARTIES HAVE MADE MODIFICATIONS TO THE PROPOSED CONTRACT AND RIDER AND UPON EXECUTION BY EACH OF THE RESPECTIVE PARTIES, THE CONTRACT SHALL BE DEEMED FINAL AS OF THE LATEST DATE OF EXECUTION INDICATED ON THE WITHIN RIDER.

SR 2 FOR THE PURPOSES OF THE WITHIN CONTRACT, ANY NOTICE REQUIRED TO BE SERVED UPON A PARTY TO THE CONTRACT MAY, INSTEAD, BE SERVED UPON THE DESIGNATED ATTORNEY FOR SUCH PARTY, AND RECEIPT BY SUCH ATTORNEY SHALL BE CONSTRUED AS EFFECTIVE SERVICE OF NOTICE UPON SUCH PARTY, PROVIDED, RECEIPT OF SUCH NOTICE IS MADE ON A REGULAR BUSINESS DAY. IN ADDITION TO THE FOREGOING PROVISIONS, SERVICE OF SUCH NOTICE MAY BE MADE UPON EITHER THE PARTY OR ATTORNEY FOR SUCH PARTY BY FACSIMILE TRANSMISSION OF SUCH WRITTEN NOTICE (FAX), IN WHICH EVENT RECEIPT OF SUCH TRANSMISSION BY SUCH PARTY OR ATTORNEY SHALL CONSTITUTE EFFECTIVE SERVICE OF NOTICE, PROVIDED, THAT THE PERSON SERVING SUCH NOTICE BY "FAX" PROCESS, SHALL ALSO MAIL A "HARD" COPY OF SUCH NOTICE TO SUCH PARTY OR ATTORNEY BY REGULAR MAIL TO THE ADDRESS SET FORTH IN THIS RIDER OR THE CONTRACT. WHERE EVIDENCE OF A RECEIPT OF ANY NOTICE IS DESIRED BY THE PERSON GIVING NOTICE, CERTIFIED OR REGISTERED MAILING MAY BE MADE. HOWEVER, REFUSAL TO ACCEPT SUCH DELIVERY OF MAILED NOTICE SHALL NOT AFFECT THE VALIDITY OF SUCH SERVICE OF NOTICE, WHICH SHALL THEREUPON BE EFFECTIVE AS OF THE DATE AND TIME OF MAILING.

SR 3 FOR THE PURPOSES OF THE WITHIN CONTRACT, THE FOLLOWING ARE THE DESIGNATED ATTORNEYS FOR THE RESPECTIVE PARTIES:

SELLER'S ATTORNEY

JAMES L. FERSTEL
ATTORNEY AT LAW
79 W. MONROE ST., SUITE 822
CHICAGO, ILLINOIS 60603
[PHONE] (312) 782-6020
[FAX] (312) 782-6019

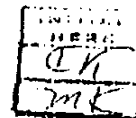
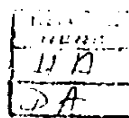
PURCHASER'S ATTORNEY

BONNIE SPACCARELLI HANNON
ATTORNEY AT LAW
1255 EAST DUNDEE ROAD, SUITE 106
BARRINGTON, IL 60010
[PHONE] (708) 382-7266
[FAX] (708) 382-6171

SR 4 WITH RESPECT TO THE FURNISHING OF A TITLE COMMITMENT AND PLAT OF SURVEY TO PURCHASER, THE FOLLOWING SHALL CONTROL:

(A) THE PARTIES HAVE AGREED THAT THE TITLE INSURANCE COMMITMENT TO BE FURNISHED BY SELLER SHALL BE ISSUED BY CHICAGO TITLE INSURANCE COMPANY IN THE AMOUNT OF THE SALE PRICE, AT SELLER'S COST. ANY SPECIAL COVERAGE WHICH PURCHASER OR HIS LENDER MAY REQUEST, SUCH AS FOR NEW CONSTRUCTION, WAIVER OF CONSTRUCTION LIENS, EXTENDED COVERAGE, SPECIAL LENDER'S INSTRUCTIONS AND THE LIKE SHALL BE CONSIDERED A PURCHASER'S COST AND PAID BY PURCHASER AT CLOSING. IN THE EVENT THAT PURCHASER'S LENDER, IF ANY, SHALL REQUIRE EXTENDED TITLE INSURANCE COVERAGE, PURCHASER'S

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ATTORNEY, AT PURCHASER'S COST, SHALL BE RESPONSIBLE FOR PREPARING AND SECURING EXECUTION OF ANY DOCUMENTS REQUIRED BY THE TITLE INSURER THEREFOR. TITLE CLEARANCE OF ANY OBJECTIONS RAISED BY THE TITLE INSURER FOR THE ADDITIONAL TITLE INSURANCE REQUIREMENTS REQUESTED BY PURCHASER SHALL NOT, HOWEVER, EXTEND THE CLOSING DATE OR PAYMENT OF THE SALE PROCEEDS HEREIN.

(B) PURCHASER HAS SECURED A "STAKED" PLAT OF SURVEY AS REQUESTED BY PURCHASER AND SHALL FURNISH A COPY THEREOF TO SELLER WITHIN 10 DAYS AFTER EXECUTION OF THE WITHIN RIDER. INASMUCH AS SELLER'S EXISTING SURVEY WAS FROM A DIFFERENT SURVEYOR, TO WIT, CERTIFIED SURVEY CO., SELLER AGREES TO COMPENSATE PURCHASER AT CLOSING IN AN AMOUNT EQUAL TO THE COST OF AN UPDATING OF THE SELLER'S EXISTING SURVEY BY THAT SURVEYOR, FOR A NON-STAKED SURVEY OF THE SUBJECT PREMISES. PURCHASER IS AWARE THAT THE SUBJECT PREMISES HAS PREVIOUSLY BEEN CONSIDERED AS A PART OF A TRACT COVERING THE SUBJECT PREMISES AND ADJOINING LOTS 25 AND 26 OF THE SAME SUBDIVISION. IN THE EVENT ANY ENCROACHMENT EXISTS BETWEEN THE SUBJECT PREMISES AND SAID ADJOINING LOT 26, OR FROM OR ONTO THE PROPERTY LOCATED TO THE WEST OF THE SUBJECT PREMISES, AND IS INDICATED ON THE SURVEY PROCURED BY PURCHASER, THE PURCHASER ACCEPTS SUCH CONDITION AS A PERMITTED SURVEY EXCEPTION. IN THE EVENT THAT THE TITLE INSURER DECLINES TO ENDORSE OVER ANY SUCH ENCROACHMENT, PURCHASER AGREES TO ACCEPT SUCH CONDITION. THE PARTIES ACKNOWLEDGE THAT THE SELLER IS OWNER OF THE PROPERTY ADJOINING TO THE EAST OF THE SUBJECT PREMISES. IN THE EVENT THAT THE TITLE INSURER WILL ENDORSE OVER SUCH ENCROACHMENT FOR EITHER THE LENDER'S OR OWNER'S POLICY, OR BOTH, SELLER MAY ELECT TO PAY THE TITLE INSURER A REASONABLE PREMIUM FOR SUCH ENDORSEMENT.

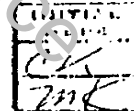
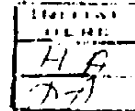
SR-5 SELLER IS NOT OBLIGATED TO PAY ANY COSTS OR CHARGES ASSOCIATED WITH PURCHASER'S MORTGAGE, SUCH AS POINTS, DISCOUNTS OR THE LIKE, EXCEPT THOSE WHICH MAY BE REQUIRED BY LAW TO BE PAID BY SELLER. FURTHER, EACH PARTY SHALL PAY THE CHARGES BY THEIR RESPECTIVE ATTORNEY FOR SERVICES RENDERED IN BEHALF OF HIS CLIENT. SELLER SHALL NOT PAY ANY FEES, COSTS OR CHARGES OF THE PURCHASER'S ATTORNEY FOR ANY PROFESSIONAL SERVICES RENDERED BY SUCH ATTORNEY.

SR 6 (A) THE PARTIES ACKNOWLEDGE THAT PURCHASER IS NOT TAKING TITLE SUBJECT TO ANY PENDING SPECIAL ASSESSMENTS OR ASSESSMENTS ALREADY MADE BUT NOT YET PAID, NOR ANY PRIVATE EASEMENTS ALREADY EXISTING, BUT SUBJECT TO ANY EXISTING TENANCIES TO BE SPECIFIED IN A RENT ROLL LISTING TO BE PROVIDED BY SELLER WITHIN TEN (10) BUSINESS DAYS OF THE CONTRACT ACCEPTANCE, EVIDENCED BY THE LAST OF THE DATES UPON WHICH ALL OF THE PARTIES HAVE EXECUTED ALL RIDERS TO THE CONTRACT, AND PURCHASER HAS ACCEPTED CONDITION OF THE PREMISES.

(B) SELLER SHALL EXECUTE AND DELIVER TO PURCHASER AN ILLINOIS RESIDENTIAL REAL PROPERTY DISCLOSURE FORM WITHIN FIFTEEN (15) BUSINESS DAYS OF THE LAST DATE SPECIFIED IN THE PRECEDING SUB-PARAGRAPH (A). IF AN ENVIRONMENTAL DEFECTS ARE SHOWN THEREIN, PURCHASER MAY MAKE A DEMAND UPON SELLER WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT OF SUCH DISCLOSURE FORM TO CORRECT SUCH DEFICIENCIES. UNLESS PURCHASER SHALL ELECT TO ACCEPT THE PREMISES WITH THE DEFICIENCIES NOTED, THE CONTRACT SHALL BECOME NULL AND VOID IF SELLER ELECTS NOT TO CORRECT SUCH DEFICIENCIES BY NOTICE TO PURCHASER WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT OF SUCH DEMAND.

(C) SELLER HAS REPRESENTED THAT THE CURRENT TOTAL MONTHLY RENTAL INCOME AS OF NOVEMBER 30, 1995, IS IN THE AMOUNT OF \$ 2,520.00. SELLER SHALL FURNISH TO PURCHASER WITHIN TEN (10) DAYS AFTER EXECUTION OF THE WITHIN RIDER A RENT ROLL SETTING FOR THE AMOUNT OF RENTS, SECURITY DEPOSITS AND LEASES OR TENANCIES, AS THE CASE MAY BE, WHICH SHALL BE SUBJECT TO PRORATION AT CLOSING.

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(D) AS HERETOFORE STATED, SELLER IS OWNER OF THE PROPERTY ADJOINING TO THE EAST, COMMONLY KNOWN AS 1650 WEST BELMONT AVENUE. PRIOR TO THE TIME SELLER ACQUIRED BOTH THE SAID 1650 WEST BELMONT PARCEL AND THE SUBJECT PROPERTY AND AT THE PRESENT TIME BOTH PARCELS HAVE BEEN SERVICED BY A SINGLE WATER METER. THE PARTIES AGREE THAT AT THE TIME OF CLOSING AN AGREED PERCENTAGE OF WATER USAGE ATTRIBUTED TO EACH PARCEL SHALL BE MADE BY THE PARTIES FOR PRORATION PURPOSES, AND CONTRIBUTION SUBSEQUENT TO CLOSING.

SR-7 THE MOST RECENT ASCERTAINABLE TAX BILL, FOR PURPOSES OF PRORATION AT 110% THEREOF, SHALL BE THE TAX BILL ISSUED FOR THE FINAL 1994 REAL ESTATE TAXES LEVIED ON THE SUBJECT PREMISES, A COPY OF WHICH IS ATTACHED HERETO FOR REFERENCE.

SR-8 IF PURCHASER'S LENDER SHALL REQUIRE A TITLE COMPANY AGENCY CLOSING, THE SALE SHALL BE CLOSED IN ACCORDANCE WITH THE PROVISIONS OF LENDER'S INSTRUCTIONS TO THE ESCROWEE WHICH SHALL BE AT THE DOWNTOWN CHICAGO OFFICE OF CHICAGO TITLE INSURANCE COMPANY. THE COSTS OF SUCH ESCROW, INCLUDING ANY SPECIAL PROVISIONS RELATING TO A CONSTRUCTION LOAN, SHALL BE PAID BY PURCHASER.

~~SR-9 A FURTHER CONDITION TO THE CONTRACT HEREIN IS THE SALE OF PURCHASER'S RESIDENCE AS SET FORTH IN THE SEPARATE RIDER NO. 300 ATTACHED HERETO AND MADE A PART HEREOF.~~ 110
A 11
M.K.
D.A.

Mary Kay Kern
SELLER

Erin Marie Ayres
PURCHASER

Mary Kay Kern
SELLER

Erin Marie Ayres
PURCHASER

DATE: _____

DATE: December 1, 1995

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Request for Taxpayer Identification Number and Certification

Give form to the requester. Do NOT send to the IRS.

Form **W-9**
Rev. March 1995
Department of the Treasury
Internal Revenue Service

Name (If joint names, list first and check the name of the person at which income number you enter in Part I below. See instructions on page 2 if your name has changed.)

HINKO AGTIC and DRAGICA AGTIC

Business name (sole proprietors see instructions on page 2)

Please check appropriate box: Individual/sole proprietor

Corporation

Partnership

Other

Address (number, street, and apt. or suite no.)

2123 Wellington Avenue

City, state, and ZIP code

Chicago, Illinois 60618

Requester's name and address (optional)

Last account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Social security number

3 3 2 4 5 1 6 7 3 0 0 7

OR

Employer identification number

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

Part III Certification

Under penalties of perjury, I certify that:

- 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
- 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 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.

Certification instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Sign Here Signature *Hinko Agtic*

Date *December 1*, 1995

Social references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct for you are waiting for a number to be issued, (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

8. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part III instructions and the separate instructions for the Requester of Form W-9.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 90 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 90 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

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MAIL TO:
Bernie Spaccarelli Hannon
18-5 East Dundee Road, #106
Barrington, Illinois 60010