

# CHICAGO ASSOCIATION AND LEAL CORTANT AND STATE SALE CONTRACT -- RESIDENTIAL 36324085

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Property of Coot County Clert's Office

**PROVISIONS** 

#### JNOFFICIAL CC

- 1. Real estate taxes thased on most recent ascertainable taxes), rent, interest on existing mortgage, if any, water taxes and other proratable 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 reprorate 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 Blinois shall be applicable to this contract.
- 3. At least five days prior to closing date, Seiler shall show to Purchaser or his agent avidence of merchantable title in the intended grantor: (a) by exhibiting owner's daplicate Certificate of Title or a certified copy thereof, subject to no other exceptions than those listed on the reverse side hereof, 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 parchase 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 mortgages 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 monoy, Seller may have some removed at closing by using the proceeds of sale in payment thereof. If THE PROPERTY IS REGISTERED IN THE TORRENS SYSTEM, AND THE PURCHASER'S MORTGAGEE REQUIRES TITLE INSURANCE, SAID TITLE INSURANCE WILL BE PAID BY SELLER.
- 4. All notices berein 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 service when the notice is mailed. Notices may also be served by personal delivery, by mail-o-gram, 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. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but such refund shall not release Seller from Seller's obligation under this contract. If the termination is caused by Purchaser's fault, then, at the option of the Seller, and upon notice to Purchaser, the earnest money shall be forfeited and applied first to payment of Broker's commission and any expenses incurred, and the balance paid to be'ler. In the event of default, escrowee may give written notice to Seller and Purchaser indicating escrowee's intended disposition of the earnest money within thirty days after the date of mailing of said notice, escrowee shall proceed to dispose of the carnest money as previously indicated by the escrowee, if either Seller or Purchaser objects to the intended disposition within the aforementioned thirty day period, then the parties hereto agree that the os rowee may deposit earnest money, less costs, with the Clerk of the Circuit Court by the filing of an action in the nature of 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, externey's fees, costs and expenses arising out of such default claims and demands. If this contract is terminated without Purchaser's fault, the earnest maney shall be returned to the Purchaser, but such refund shall not
- 6 Seller warrants that no notice from any city, village or other governmental authority of a dwelling code violation which currently exists in 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 no 66 Purchaser of such notice.
- 7. At the request of Selter or Purchaser evidenced by notice in writing to the other party at any time prior to the date for delivery of deed hereunder, this sale shall be closed through an esc low with a title insurance company, in accordance with the general provisions of the usual form of Deed and Money Escriw Agreement then fairs of and in use by said company, with such special provisions insurted in the escrow agreement as may be required to conform with this contract. Join 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 carnest 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. Purchaser and Seller.
- 8. Prior to closing, Seller shall furnish a survey by a decound land surveyor dated not more than six (6) months prior to date of acceptance hereof showing the present location of all improvements. If fur he ser or Purchaser's mortgaged desires a more recent or extensive survey, same shall be obtained at Purchaser's expense.
- 9. 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.
- Right is reserved by either party to insert correct legal descripts meterny time, without notice, when same is available.
- Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of this sale.
- Purchaser may place a mortgage on this property and apply proceeds of our mortgage to the purchase prive. 12.
- 13. Purchaser and Seller hereby agree to make all disclosures and do all things in cassary to comply with the applicable provisions of the Roaff Estate Settlement Procedures Act of 1974, as amended, and the Illinois Responsit of Transfer Act of 1988, as amended.
- 14. Seller shall pay the amount of any stamp tax imposed by the state and county or 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'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.
- Seller shall remove from premises by date of possession all debris and Seller's personal property not conveyed by Bill of Sale to Purchasor.
- 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.
- 17. Time is of the essence of this contract

18. Wherever appropriate, the singular includes the plural and the musculine includes the feminine or the semi r.
19. 5 BUSINESS DAYS FROM DATE OF ACCEPTANCE FOR ATTORNEYS APPROVAL - NOT FOR PRICE NEGOTIATION
FOR ATTORNEYS APPROVAL - NOT FOR PRICE NEGOTIATION
20. CONTRACT CONTINGENT UPON AN ACCEPTABLE ESTIMATE, BY SEL-2 - FROM INSURANCE COMPANY (DUE TO FIRE) WITH 5 DAYS.
21 THIS PROPERTY IS BEING SOLD IN 2/27/915
VIOLATIONS OR ANY REPAIRS.  VIOLATIONS OR ANY REPAIRS.  VIOLATIONS TAKES PLACE AFTER, APRIL 15,1994, BUYER.
UNTIL CLOSING DATE 2/27/86

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#### EARNEST MONEY RECEIPT

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