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NAME OF PURCHASER(S): [Handwritten Name]
HOME ADDRESS: 6201 N. Lincoln Ave. Chicago, IL 60642
HOME PHONE(S): 312-973-1075 OFFICE PHONE(S): 312-136-3824
SOCIAL SECURITY NUMBER: 358-50-2780

NAME OF SELLER: Randolph-DesPlaines Limited Partnership, an Illinois limited partnership, as beneficiary of American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated August 1, 1989 and known as Trust No. 110833-0422

UNIT OWNERSHIP: Unit No. 40240345 and an Exclusive Parking Use appurtenant to the Unit as a limited common element in Parking Space No. 23 (collectively, the "Purchased Unit") in the Randolph Station Condominium (the "Building") located on the property commonly known as 626 West Randolph Street, Chicago, Illinois (the Building and the property on which it is located are collectively called the "Condominium Property"), and its corresponding percentage interest in the Common Elements (as defined in the Declaration) of the Randolph Station Condominium.

1. PURCHASE OF UNIT OWNERSHIP. Pursuant to the terms and conditions of this Purchase Agreement ("Agreement"). Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Unit Ownership.

2. PURCHASE PRICE.

(a) The total purchase price ("Purchase Price") for the Unit Ownership shall be \$367,000.00 consisting of the following:

- (i) The base price for the Unit Ownership of \$347,000.00 plus
- (ii) The price for extras ("Extras") as listed: TBD

(b) The Purchase Price shall be payable as follows:

- (i) Concurrently with Purchaser's execution and delivery of this Agreement to Seller, Purchaser shall pay Seller an initial earnest money deposit in the amount of \$ 1077.00 (the "Initial Earnest Money Deposit").
- (ii) PR or before 4/16/95 Within four (4) business days following Purchaser's review and approval of outline plans and specifications but in no event later than 4/25/95, Purchaser shall pay Seller an additional earnest money deposit in the amount of \$ 16,350.00 (which amount, together with the Initial Earnest Money Deposit, shall be equal to five percent (5%) of the Purchase Price) and then on 4/27/95 Purchaser shall pay Seller the final earnest money deposit of \$11,350.00 (which amount, when added to the initial and the additional earnest money deposit shall equal ten percent (10%) of the Purchase Price) (the "Earnest Money").
- (iii) Purchaser shall deposit with Seller a sum equal to fifty percent (50%) of the cost of the Extras ordered by Purchaser on the date the selection is made by Purchaser and the remaining fifty percent (50%) of the cost of the Extras shall be deposited with Seller within five (5) business days after Seller notifies Purchaser that Seller is ready to order all materials and commence work on the Extras.

All Earnest Money and other payments under this Agreement shall be in the form of a check payable to the order of Seller. Seller shall deposit all Earnest Money in a segregated interest bearing account at a bank or savings and loan association. Purchaser agrees to execute and deliver such investment and tax forms as may be requested by Seller in connection with Seller's investing of the Earnest Money. Earnest Money so paid and deposited shall be held for the mutual benefit of Seller and Purchaser and retained or disbursed (together with accrued interest) in accordance with the terms and provisions of this Agreement and the Illinois Condominium Property Act (the "Act"). Unless Earnest Money is to be disbursed to Seller pursuant to the terms hereof, Purchaser shall be entitled to all interest actually earned on the Earnest Money from the date of deposit to the date of Closing (as defined in Paragraph 8).

(c) The balance of the Purchase Price (i.e., the Purchase Price less any Earnest Money disbursed to Seller at Closing and any other payments to Seller), plus or minus prorations, shall be paid at Closing by cashier's or certified check payable to the order of the Title Insurer (as defined in Paragraph 8 below.)

(d) In the event that Purchaser shall hereafter execute an order for installation of Extras ("Extras Order"), Purchaser shall purchase the items described therein. Purchaser shall pay for the Extras at the times and in the amounts set forth above, or, in the absence of such times, at Closing. In the event that Closing shall not occur pursuant to this Agreement because of failure of Purchaser to obtain a Commitment in accordance with the provisions of Paragraph 3 hereof, then Seller shall retain from monies paid by Purchaser a sum deemed by Seller sufficient to compensate it for the price of Extras which may be supplied or installed by it or for which Seller shall become obligated to pay prior to termination of this Agreement, and the balance, if any, shall be refunded to Purchaser. In the event that Closing shall not occur for any other reason not attributable to fault of Seller, then Seller shall have the right, at its option, to retain all sums paid by Purchaser for Extras, in accordance with the provisions of Paragraph 13 of this Agreement.

3. FINANCING (Strike IF Inapplicable).

(a) This Agreement is contingent upon the ability of Purchaser to secure, within forty-five (45) days of acceptance hereof by Seller, a mortgage commitment (the "Commitment") for 80 percent (80 %) of the Purchase Price, or such lesser sum as Purchaser shall accept. Purchaser shall pay any private mortgage insurance premiums in the amounts required by the leading institution and the usual and customary charges imposed by the leading institution for credit and appraisal fees. Purchaser shall make timely application or applications for, and shall use its best efforts to obtain, the Commitment. If Purchaser is unable to obtain the Commitment after using best efforts to do so, Purchaser shall notify Seller thereof in writing within forty-five (45) days after acceptance hereof by Seller. If Seller is not so notified, it shall be conclusively presumed that Purchaser has secured the Commitment or will purchase the Unit Ownership without mortgage financing. If Seller is so notified, Seller may, at Seller's option, within forty-five (45) days after such notice, secure the Commitment, at market rate, on behalf of Purchaser. Purchaser agrees to furnish Seller all requested credit information and to sign customary papers relating to the application for and securing of the Commitment. The parties acknowledge that it is the practice of lending institutions to vary interest rates, service charges and other terms, as market conditions change, and therefore, the Commitment, whether obtained by Purchaser or Seller, on behalf of Purchaser, shall be considered secured if the lender commits (or would have committed had Purchaser utilized best efforts as described above) to lend Purchaser the amount stipulated above at the interest rate and service charge and other terms then being offered by that lender to comparable borrowers for comparable mortgages. If Purchaser rightfully notifies Seller as aforesaid, and Seller is unable or unwilling to secure the Commitment as above provided, this Agreement shall automatically terminate and be deemed null and void in its entirety and the Earnest Money shall be returned to Purchaser.

(b) Nothing contained herein shall be deemed to constitute an undertaking by Seller to obtain the Commitment. Any actions which Seller may take hereunder in connection with attempting to obtain or obtaining the commitment for Purchaser shall be solely as an accommodation to Purchaser and not as agent for Purchaser or any lender.

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5. CONDOMINIUM DOCUMENTS.

(a) Prior to Closing, Seller shall cause the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Randolph Station Condominium Association ("Declaration") to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois in accordance with the Act. Pursuant to Section 22 of the Act, prior to Purchaser's execution of this Agreement, Seller has delivered to Purchaser copies of the proposed Declaration, the proposed By-Laws ("By-Laws") of the Randolph Station Condominium Association (the "Association"), the proposed first year's budget ("Budget") for the Association prepared in accordance with the Act, a floor plan of the Purchased Unit, the proposed Articles of Incorporation of the Association, the other items required by Section 22 of the Act and the Property Report required by Chapter 13-72 of the Municipal Code of Chicago (collectively, the "Condominium Documents"). Purchaser hereby acknowledges delivery of the Condominium Documents and Purchaser's opportunity to review the Condominium Documents.

(b) Seller reserves the right to amend the Condominium Documents prior to the Closing in its sole and absolute discretion, to the extent permitted by the Act. The sale and purchase contemplated by this Agreement and Purchaser's title to the Unit Ownership are subject to the terms and conditions of the Act and the Condominium Documents. Purchaser shall, from and after the Closing, comply with the provisions of the Condominium Documents, as they may be amended from time to time (including the performance of all obligations imposed upon the Association and the Unit Owners by the Condominium Documents and the Act).

6. CONVEYANCE OF TITLE. At Closing, Seller shall convey, or cause to be conveyed, to Purchaser title to the Unit Ownership by Trustee's Deed subject only to: (1) general real estate taxes not due and payable at the time of Closing; (2) the Act; (3) the Condominium Documents, including all amendments and exhibits thereto; (4) applicable zoning and building laws and ordinances and other ordinances of record; (5) encroachments, if any; (6) acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser; (7) utility easements, if any, whether recorded or unrecorded; (8) leases and licenses affecting the Common Elements; (9) covenants, conditions, restrictions, easements and agreements of record; and (10) liens and other matters of title over which the Title Insurer is willing to insure without cost to Purchaser. If Purchaser is husband and wife, title to the Unit Ownership shall be conveyed to Purchaser as joint tenants with right of survivorship, and not as tenants in common or tenants by the entirety, unless Purchaser shall otherwise direct Seller in writing no later than twenty (20) days before Closing. If Purchaser intends to hold title to the Purchased Unit in an Illinois land trust, or other title holding entity, then Purchaser shall so notify Seller in writing no later than twenty (20) days before Closing.

7. WARRANTY.

(a) SELLER WARRANTS (A) THE MECHANICAL COMPONENTS OF THE PURCHASED UNIT FOR A PERIOD OF NINETY (90) DAYS AFTER THE CLOSING DATE AND (B) THE STRUCTURAL COMPONENTS OF THE COMMON ELEMENTS FOR A PERIOD OF ONE (1) YEAR AFTER THE COMPLETION OF THE PORTION OF THE COMMON ELEMENTS AS TO WHICH A WARRANTY CLAIM, IF ANY, IS ASSERTED, AGAINST DEFECT ARISING OUT OF FAULTY WORKMANSHIP OR MATERIALS. SELLER SHALL CORRECT SUCH DEFECTS FOR WHICH A WRITTEN WARRANTY CLAIM IS RECEIVED BY SELLER WITHIN THE APPLICABLE WARRANTY PERIOD. THESE WARRANTIES DO NOT COVER NAIL POPPING, MINOR CRACKS, NORMAL SETTLING OF THE BUILDING OR SHRINKAGE OF MATERIALS OR NORMAL AND CUSTOMARY WEAR AND TEAR. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 7(a), PURCHASER ACKNOWLEDGES THAT PURCHASER IS BUYING THE UNIT OWNERSHIP "AS-IS", WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BY WAY OF ILLUSTRATION AND NOT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR SELLER ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE PURCHASED UNIT, OR IN CONNECTION WITH THE COMMON ELEMENTS, OR BOTH, AND THERE ARE NO AGREEMENTS OR WARRANTIES, EITHER ORAL OR WRITTEN, COLLATERAL TO OR AFFECTING THIS AGREEMENT, THE PURCHASED UNIT AND COMMON ELEMENTS.

(b) SELLER SPECIFICALLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NEITHER MAKES NOR ADOPTS ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE ITEMS OF PERSONAL PROPERTY BEING SOLD TO PURCHASER PURSUANT TO THIS AGREEMENT (OR AS TO ANY "CONSUMER PRODUCT," AS SUCH TERM IS DEFINED) UNDER APPLICABLE FEDERAL, STATE OR LOCAL LAWS, WHICH MAY BE CONTAINED IN THE PURCHASED UNIT) AT CLOSING, SELLER SHALL ASSIGN TO PURCHASER, WITHOUT RECOURSE TO SELLER, ANY MANUFACTURER'S WARRANTIES WHICH SELLER HAS RECEIVED COVERING ANY PERSONAL PROPERTY.

8. CLOSING.

(a) The purchase and sale of the Unit Ownership shall be closed through an escrow with the downtown Chicago office of Chicago Title Insurance Company or such other title insurance company selected by Seller (the "Title Insurer") in accordance with the provisions of the form of deed and money escrow agreement prepared by Seller. Payment of the balance of the Purchase Price and delivery of all documents required for closing under this Agreement shall be made through the escrow. The cost of the deed and money escrow shall be divided equally between Seller and Purchaser. Purchaser may use the proceeds of a money lender's escrow to pay the balance of the Purchase Price, provided that the terms of such money lender's escrow are not inconsistent with the terms of this Agreement and the terms of the deed and money escrow. Purchaser shall pay the cost of any money lender's escrow required by Purchaser's mortgage lender.

(b) Illinois and Cook County real estate transfer taxes shall be paid by Seller. City of Chicago real estate transfer taxes shall be paid by the Purchaser. Seller and Purchaser shall jointly prepare the Illinois, Cook County and City of Chicago Real Estate Transfer Declaration forms.

(c) Seller shall pay title insurance charges for the title insurance required pursuant to Paragraph 8(f). Purchaser shall pay any additional title insurance and other charges of the Title Insurer, including without limitation, charges for recording the deed and Purchaser's mortgage. Purchaser shall pay all charges, costs and expenses relating to the Purchaser's mortgage financing, if any. Purchaser hereby designates the Title Insurer as the title insurance company to furnish title insurance as required by this Agreement.

(d) The deed and money escrow shall be established and this transaction shall be closed ("Closing") on or before December 31, 1995. Seller shall notify Purchaser at least ten (10) days prior to Closing of the actual Closing date. Notwithstanding anything to the contrary contained in this Agreement, this Agreement is contingent, at Seller's sole option, upon Seller entering into binding sale/purchase agreements on or before December 31, 1995, for no less than 1/1 units in the Building. If Seller determines that it will fail to enter into the sufficient number of binding agreements by the Closing, Seller may, by notice to Purchaser of such anticipated failure no later than five (5) days prior to Closing, elect at Seller's option to terminate this Agreement, in which event this Agreement shall be deemed null and void in its entirety and the Earnest Money shall be returned to Purchaser.

(e) At Closing, Seller shall deliver to Purchaser a certificate of insurance for the Condominium naming Purchaser and Purchaser's mortgagee, as their interests may appear, and a copy of a survey depicting the location of the Building and the floor of the Building on which the Purchased Unit is located (which survey may be the plat attached to and incorporated as part of the Declaration).

(f) As a condition precedent to disbursement of sale proceeds from the escrow, the Title insurer shall be prepared to issue its owner's title insurance policy in the amount of the Purchase Price, showing title to the Unit Ownership in Purchaser or such other grantee as Purchaser shall direct pursuant to Paragraph 6, containing a standard form condominium endorsement, if necessary, subject only to the following, hereinafter collectively referred to as "permitted exceptions": (a) title exceptions set forth in Paragraph 5, (b) the general title exceptions contained in owner's title insurance policies issued by the Title Insurer, with an extended coverage endorsement deleting such general exceptions, and (c) title exceptions over which the Title Insurer is prepared to insure over without cost to Purchaser. At Closing all or a portion of the Purchase Price may be applied to obtain a release of the Unit Ownership from any prior lien on the Unit Ownership. If there are title exceptions other than the permitted exceptions, Seller shall have sixty (60) days from the date the escrow is established to cure or obtain title insurance over the additional exceptions and Closing shall be delayed until such exceptions are cured or insured over. If Seller fails, or at any time delivers written notice ("Title Defect Notice") to Purchaser that it will fail, to have the exceptions removed or endorsed over by the Title Insurer within the specified time, Purchaser may terminate this Agreement upon notice to Seller ("Purchaser's Termination Notice") within ten (10) days after (i) receipt of the Title Defect Notice or (ii) the expiration of the sixty (60) day period, as the case may be. In the absence of Purchaser's Termination Notice, Purchaser shall be deemed to have accepted the status of title and shall be obligated to close within five (5) days after the expiration of the ten (10) day period.

(g) Purchaser shall pay to the Association at Closing an amount equal to two (2) full months' assessments for common expenses based on the last Budget adopted by the Association prior to Closing, which sum, together with amounts received from other Condominium

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...purchasers, shall be used to fund initial reserves of the working capital fund of the Condominium pursuant to the Declaration. In addition, Purchaser shall pay to the Association at Closing: (i) Purchaser's pro rata share of the assessment for common expenses payable for the month during which the Closing occurs based on the number of days in such month falling on and after Closing, and (ii) the assessment for common expenses payable for the first month after the month in which Closing occurs.

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(b) General real estate taxes, special insurance premiums (if applicable) and all other similar items shall be prorated as of the date of Closing. General real estate taxes shall be paid and prorated in the following manner:

(A) Seller shall be responsible for all general real estate taxes for the Purchased Unit for the period prior to Closing. Purchaser shall be responsible for all general real estate taxes for the Purchased Unit for the period on and after Closing.

(B) In the event that a separate tax bill will be issued for the Unit Ownership for the calendar year of Closing, Seller shall pay Purchaser, upon Purchaser's delivery to Seller of a copy of the final tax bill for said year, Seller's share of real estate taxes based on the number of days in the calendar year of Closing falling prior to the date of Closing.

(C) If the individual units are not individually taxed for the calendar year in which the Closing occurs, then real estate taxes shall be prorated as follows. If Purchaser is financing the purchase of the Purchased Unit through mortgage financing and the lending institution supplying the mortgage financing requires the establishment at closing of an escrow for real estate taxes, then provided such lender delivers a letter to Seller at or prior to Closing agreeing that Seller may obtain and use the funds in the real estate tax escrow to pay Purchaser's share of real estate taxes for the calendar year of Closing when such taxes become due, no proration shall be made at Closing. If the lending institution does not deliver such a letter to Seller or if Purchaser is not financing the purchase of the Purchased Unit through mortgage financing, then Purchaser shall pay Seller at Closing, in cash, an amount equal to 100% of the amount of the most recent tax bill issued with respect to the Condominium Property multiplied by the percentage of ownership in the Common Elements appurtenant to the Unit Ownership multiplied by the quotient of the number of days in the calendar year of Closing falling on or after Closing divided by 365. Such taxes shall be repromoted upon the issuance of the actual tax bill for the calendar year in which the Closing occurs. Seller shall thereafter be responsible for payment of such tax bill.

9. **SALES PROMOTION** For the purpose of completing the sales promotion for the Units in the Randolph Station Condominium, Seller and its agents are hereby given full right and authority to place and maintain on, in and about the Condominium Property (excluding the Purchased Unit after Closing) model apartments, sales and leasing offices, administrative offices, signs and lighting related to sales promotion purposes, for such period of time, at such locations and in such forms as shall be determined by Seller in its sole and absolute discretion. Seller, its employees, agents and prospective Unit purchasers are also hereby given, for sales promotion purposes, the right of entry upon, and ingress to, egress from and other use of, the Condominium Property (excluding the Purchased Unit after Closing).

10. **ASSIGNMENT** Purchaser may not, directly or indirectly, assign, set over, or transfer this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, devisees, administrators, executors, successors and permitted assigns. Seller may assign this Agreement without Purchaser's consent, subject, however, to Purchaser's rights under this Agreement. Purchaser hereby represents and warrants as of the date hereof and as of the Closing date that Purchaser is acquiring the Unit Ownership for personal use and not for resale on or prior to the Closing date and that in acquiring the Unit Ownership Purchaser is not acting as agent or nominee for any undisclosed party.

11. **BROKER** Purchaser represents and warrants that Purchaser has not dealt with any broker other than Property Resources and in connection with this sale, and agrees to indemnify and hold Seller and its agents harmless from any claim or demand asserted against Seller or its agents by any broker or finder (other than Property Resources and) alleging to have been retained in connection with this transaction. If any broker is named in this paragraph, Seller shall be responsible for payment of a fee or commission to such broker, but only pursuant to a written agreement between Property Resources and such broker.

12. **NOTICES** All notices and demands required or permitted by this Agreement shall be in writing and shall be deemed sufficient if sent by either personal delivery; United States regular mail, postage prepaid; facsimile; or reputable nationally-recognized overnight courier service (such as Federal Express), to Seller at 120 South La Salle Street, Suite 840, Chicago, Illinois 60603, Fax No. (312) 350-7512, or to Purchaser at the home address set forth on page 1. Notices personally delivered shall be deemed received when delivered and notices mailed shall be deemed received three (3) business days after deposit in the United States mail. Notices sent by facsimile or overnight courier service shall be deemed received one (1) business day following transmission by facsimile or deposit with such overnight courier service. Notice of change of address for receipt of notices or demands shall be sent in the manner set forth in this Paragraph 11.

13. **PERFORMANCE** Time is of the essence with regard to Purchaser's obligations and covenants under this Agreement. If Purchaser shall fail to make any payment provided for in this Agreement, or shall fail or refuse to carry out any other obligation of Purchaser under the terms of this Agreement and any supplemental agreements made a part hereof, then, all sums paid to Seller by Purchaser shall be retained by Seller as liquidated damages (and not as a penalty or forfeiture). Purchaser's failure to close pursuant to the terms of this Agreement shall be a default. If Seller fails or refuses to carry out any material covenants or obligations under this Agreement or if Seller refuses to close and so notifies Purchaser, then Purchaser's sole and exclusive legal or equitable remedy shall be a refund of Purchaser's Earnest Money deposit plus accrued interest on the Earnest Money deposit in accordance with Paragraph 2. Upon payment to Purchaser of such amounts, this Agreement shall thereupon be null and void with no further liability of either Seller or Purchaser.

14. **TIME FOR ACCEPTANCE** This Agreement, when executed by Purchaser and delivered to Seller together with the Earnest Money, shall constitute an irrevocable offer to purchase the Purchased Unit by Purchaser for a period of ten (10) days after the date of Purchaser's execution of this Agreement. In the event Seller executes this Agreement and delivers a copy of this Agreement to Purchaser within this ten (10) day period, the offer shall be deemed accepted and the Agreement made. In the event this offer is not accepted within ten (10) days after the date of Purchaser's execution of this Agreement, Seller may consider Purchaser's offer to be a continuing offer which may be accepted by Seller at any time prior to Seller's receipt of a written revocation of said offer from Purchaser. If Seller rejects Purchaser's offer, or Purchaser revokes Purchaser's offer after this ten (10) day period and prior to acceptance by Seller, all deposits made shall be returned by Seller to Purchaser and the offer shall be deemed withdrawn.

15. **DESTRUCTION** If, prior to Closing, the Purchased Unit or a material portion of the Condominium Property or that part of the Building required for reasonable access to the Purchased Unit shall be destroyed or damaged by fire, or other casualty, this Agreement shall, at the option of Seller, exercised by notice to Purchaser within thirty (30) days after such destruction or damage, be terminated and thereafter deemed null and void without further liability of either Seller or Purchaser and the Earnest Money shall be promptly refunded to Purchaser. If Seller does not elect to so terminate this Agreement, then Purchaser shall not be relieved of its obligations under this Agreement unless the damage to the Purchased Unit, Condominium Property or Building is "material" in nature and is not repaired within four (4) months from the date of said fire or other casualty, in which event Purchaser shall have the right to terminate this Agreement by notice to Seller within ten (10) days after the expiration of such four (4) month period. For purposes of this Paragraph 14, "material" damage is damage requiring more than \$50,000.00 to repair.

16. **RESPA** Seller and Purchaser shall comply with all of Purchaser's lender's requirements for disclosure under the Real Estate Settlement Procedures Act of 1974, as amended.

17. **BUILDING OPERATIONS** Until such time as the Unit Owners elect their first Board of Directors of the Association, as provided in the Declaration, Seller shall have the right to enter into or cause the Association to enter into contracts or leases for such period of time and upon such reasonable terms as it shall deem advisable, subject to the limitations imposed by the Act and the Declaration, to provide the Condominium, Building and Unit Owners with all necessary or convenient services, including but not limited to, management, landscaping, janitor, insurance, snow removal, and scavenger service. If Seller pays for any such services or advances any funds to the Association for such purposes, Seller shall be entitled to reimbursement for such amounts from the Association.

18. **DEFINITION OF TERMS** The terms used herein, to the extent they are defined in the Declaration, shall be defined as set forth therein. Wherever appropriate, as used herein, the singular denotes the plural and the masculine denotes the feminine, the neuter, or both.

19. **MORE THAN ONE PURCHASER** If Purchaser consists of more than one person or entity, each such person or entity shall be jointly and severally liable for the obligations of Purchaser under this Agreement. Any notice required or permitted hereunder given by Seller to any one of the parties constituting Purchaser or given by any one of the parties constituting Purchaser to Seller, shall, for all purposes hereunder, be deemed sufficient service of notice and shall be binding, jointly and severally, upon all such parties constituting Purchaser.

20. **ENTIRE AGREEMENT** This Agreement constitutes the entire agreement between Purchaser and Seller. No representations, warranties, undertakings, or promises, whether oral, implied or otherwise, can be made or have been made by either Seller (or Seller's

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21. **SEVERABILITY.** The invalidity, illegality or unenforceability of any agreement, restriction, condition, reservation or any other provision of this Agreement, in its entirety or as applied to particular circumstances, shall not impair or affect in any manner the validity, legality, enforceability or effect thereof as otherwise applied to the remainder of this Agreement.

22. **NO RESERVATION.** The submission by Seller of this Agreement to a prospective purchaser for examination does not constitute an offer by Seller to sell, or a reservation of or option for any unit in the Condominium. This Agreement shall not become a contract until executed and delivered by both Purchaser and Seller.

23. **SELLER.** The liability of Seller under this Agreement or any amendment or any instrument or document executed in connection with this Agreement shall be limited to and enforceable solely against the interest of Seller in the Building, and not against any other assets of Seller or any partner, officer, director, employee or shareholder of Seller. Without limiting the foregoing, no partner of Seller, if Seller is at any time a partnership, and no directors, officers, employees or shareholders of Seller, if Seller is at any time a corporation, shall have any personal liability arising from or in connection with this Agreement. Assets of Seller, if Seller is a partnership, do not include the assets of the partners of such partnership, and a negative capital account of a partner in a partnership and an obligation of a partner to contribute capital to the partnership shall not be deemed to be assets of the partnership which is Seller.

24. **HEATING COST DISCLOSURE INFORMATION.** Purchaser acknowledges the receipt from Seller, prior to the execution of this Agreement, of the heating cost disclosure information delivered in accordance with the Heating Cost Disclosure Ordinance of the City of Chicago. The heating cost disclosure information delivered to Purchaser was prepared by Peoples Gas Light & Coke Company and Seller makes no representations or warranties as to its accuracy.

25. **COLOR AND MATERIAL SELECTIONS.** If Purchaser has ordered Extras, then within ten (10) days after notice thereof of Purchaser by Seller, Purchaser shall make all color selections permitted for such Extras from such samples and on such forms as Seller shall provide. Selections so made by Purchaser shall be final, and no changes by Purchaser in colors shall thereafter be permitted. If Purchaser fails to make all or any part of such selections within said ten (10) days, or as extended by Seller at its sole option, Seller reserves the right to make such selections for Purchaser in order to avoid delay in the completion of the installation of such Extras and, in such event, Purchaser does hereby ratify and accept any such selections made by Seller on behalf of Purchaser. As variation of shade, color and finish is inherent in all products, any samples displayed or provided by Seller shall be representative only and the color, shade or finish of any selection as installed may vary from that of the sample.

26. **RESIDENTIAL REAL PROPERTY DISCLOSURE.** Purchaser acknowledges the receipt from Seller, prior to the execution of this Agreement, of a Residential Real Property Disclosure Report (the "Report") delivered in accordance with the Residential Real Property Disclosure Act. Notwithstanding the delivery of the Report, or anything contained in the Report, Purchaser hereby acknowledges and agrees that Purchaser is buying the Unit Ownership "AS-IS" in accordance with Paragraph 7 of this Agreement.

SELLER:
RANDOLPH-DESPLAINES LIMITED PARTNERSHIP
an Illinois limited partnership
By: **TLC REAL ESTATE, INC.,** an Illinois corporation, its general partner
By: _____
Its: _____
Date of Seller's Acceptance: August 15, 1995

PURCHASER(S):
x Lena Keller

Date of Purchaser's Offer: August 14, 1995

ACKNOWLEDGMENT

BY SIGNING BELOW, PURCHASER FULLY ACKNOWLEDGES THAT, EXCEPT AS SPECIFICALLY SET FORTH IN PARAGRAPH 7 OF THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, GIVEN BY THE SELLER FOR THE QUALITY AND CONDITION OF THE PURCHASED UNIT AND COMMON ELEMENTS AND THAT SELLER EXCLUDES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE). PURCHASER ACKNOWLEDGES THAT PURCHASER HAS READ AND UNDERSTANDS PARAGRAPH 7 OF THIS AGREEMENT. NOTHING CONTAINED IN THIS PARAGRAPH OR IN ANY OTHER PORTION OF THIS AGREEMENT SHALL LIMIT SELLER'S OBLIGATION TO DELIVER TO PURCHASER TITLE TO THE PURCHASED UNIT IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT.

x Lena Keller

PURCHASER(S):

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ATTORNEY REVIEW RIDER

TO RANDOLPH/DESPLAINES CONDOMINIUM PURCHASE AGREEMENT
 FOR UNIT NO. 402/403/404
 BY AND BETWEEN Rona Keller ("PURCHASER")
 AND RANDOLPH-DESPLAINES LIMITED PARTNERSHIP ("SELLER")

This Agreement is contingent upon the review hereof as to form by Purchaser's attorney to be completed not later than 5:00 p.m. on August 23, 1995

Unless written notice of disapproval is given within the time period specified above, this contingency shall be deemed waived and this Agreement will remain in full force and effect.

If written notice of disapproval is given within the time period specified above, then this Agreement shall be null and void and the Earnest Money shall be returned to Purchaser.

The notice of disapproval may be given to Seller by either Purchaser or by Purchaser's attorney. For purposes of this Rider, the notice of disapproval must be in writing and must be delivered in accordance with the Agreement.

SELLER:

RANDOLPH-DESPLAINES LIMITED PARTNERSHIP,

By: TLC Real Estate, Inc., an Illinois corporation, its general partner

By: [Signature]

Its: [Signature]

PURCHASER:

Rona Keller

Name: Rona Keller

Name: _____

Date of Execution by Purchaser:

August 14, 1995

Date of Acceptance by Seller:

August 15, 1995

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10/27/95 15:42 312 332 5760 THE LURIE CO. 312/332 5750 # 2
SENT BY: RUDNICK & WOLFE (Opp.) 110-27-95 : 11:29 : 17 FL. (312) 964-2238

OCT-26-1995 17:08 LECARD 3126152224 P.01
10/25/1995 16:29 3126388839

LEON J. TRICHNER & ASSOCIATES

Attorneys at Law
160 North LaSalle Street
Suite 1801
Chicago, Illinois 60601
312/541-2822 Telephone
312/541-2331 Facsimile

October 26, 1995

VIA FACSIMILE: 312/332-7510 AND REGULAR MAIL

Mr. David Hall
RUDNICK & WOLFE
209 North LaSalle Street
Chicago, Illinois 60601-1293

RE: Units 452, 465 and 404 and Parking Spaces
Purchaser: Ron Keller
Randolph Station Condominium Purchase Agreement

Dear David:

This letter will serve to reiterate my original attorney approval comments and to supplement those with reference to the captioned contract per our recent telephone conference:

1. The Purchase Price for the captioned Real Estate Sale Contract will be Three Hundred Sixty-Seven Thousand Two Hundred Forty-One Dollars (\$367,241.00).

on the date

2. The Earnest Money will be increased to five percent (5%) of the Purchase Price ~~within seven (7) days after acceptance hereof~~ and an additional five percent (5%) of the Purchase Price shall be paid ~~within thirty (30) days thereafter~~ not later than November 7, 1995. *WJS*

3. The location of the three parking spaces included in the Purchase Price as limited common elements shall be adjacent to each other in the manner set forth on the attached drawing as Nos. 15, 16 and 17.

4. The 'extras' to be selected by Purchaser shall be reasonably priced. If Purchaser determines that an 'extra' is not reasonably priced, Purchaser shall not be obligated to purchase said 'extras'. Purchaser will make final selections within ten (10) business days of acceptance hereof.

5. In Paragraph 2(d), amend said paragraph to provide that Purchaser shall be entitled to the return of sums paid for 'extras' in the event of Seller's default.

6. In Paragraph 5: (5) shall be amended to add 'endorsed over by title insurer'; (8) shall be amended to add 'which do not materially adversely affect the use of the Purchased Unit as a residence or are violated by the improvements located thereon'.

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SENT BY: RUDNICK & WOLFE (Cgo.) 10-27-95 15:08 117 Fl. (312) 554-2235 1 312 332 5750 15 2

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12/25/1995 16:29 3126850039 LAW OFFICES PAGE 114

The basic floor plan of the Purchased Unit is attached hereto as the exhibit entitled "Floor Plan" together with the exhibit entitled "Credits and Additions to Floor Plan". The "Credits and Additions to Floor Plans" represents certain credits and additions charges made for changes to the Floor Plan to arrive at the Purchase Price.

Mr. David Hall
RUDNICK & WOLFE
October 28, 1995
Page 2

7. Amend Paragraph 7 to provide for the ~~seventy (70) day~~ Warranty ~~to be~~ attached hereto as Rider 1.

8. In Paragraph 8(d), delete the last sentence.

9. In Paragraph 8(f), Seller shall provide Purchaser at Purchaser's cost with Condominium Endorsement No. 8.

10. In Paragraph 12, a copy of said notice to Purchaser shall be sent to the undersigned.

11. In Paragraph 13, any default claimed by Seller or Purchaser shall be made in writing and Purchaser shall have five (5) business days to cure same. In addition, in the event of Seller's default, Purchaser shall be entitled to specific performance or refund of its Earnest Money, interest thereon, if any, and reimbursement for "extras" paid to Seller.

12. In Paragraph 15, amend same to include the return of "extras" paid by Purchaser in the event Seller terminates the contract. Additionally, in the event of damage in the amount of Fifty Thousand Dollars (\$50,000.00) or more to the Purchased Unit, Purchaser may within ten (10) days of notice from Seller stating said damage has occurred, terminate the Contract in which event the Earnest Money and extras shall be returned to Purchaser.

13. Purchaser's obligation to close shall be conditioned upon the following:

(a) A prior walk-through of the Purchased Unit to confirm that (i) the Purchased Unit has been substantially completed in conformance with the plans for the Purchased Unit, which shall at a minimum include installation of flooring, kitchen, painting, bathroom, including tile, and the like in the Purchased Unit; (ii) the common elements, which shall at a minimum include substantial completion of the garage and elevators and reasonable access through the common elements. The balance of uncompleted punch list items for the Purchased Unit shall be completed within forty-five (45) days after closing, subject to availability of materials, force majeure and the cooperation of Seller.

(b) Substantial completion of the deck to be constructed by Seller as a limited common element for the Purchased Unit, which deck shall be priced as an "extra".

~~14. Seller shall provide Purchaser with a copy of a final certificate of occupancy from the City of Chicago for the building at the time of closing.~~

15. The Contract for Units 303 and 304 are hereby terminated and the One Thousand Dollar (\$1,000.00) Earnest Money deposit shall be transferred to this Contract.

The approximate location and size of the deck is depicted on the attached exhibit entitled "Roof Plan". The deck shall be constructed of simple wood planks with a railing of simple wood plank design. The cost of said deck as an Extra will be \$7,330.00 as set forth on the exhibit hereto entitled "Cost of Roof Deck" (the cost of the deck is not included in the Purchase Price).

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SENT BY: RUDNICK & WOLFE (Opp.) 110-27-95 ; 11130 1117 Fl. (312) 984-2236- 1 312 332 5780 12 2

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PAGE 03

Mr. David Hall
RUDNICK & WOLFE
October 26, 1995
Page 3

March 11 [Signature]

18. Closing shall occur on ~~February 28, 1996~~, or at Seller's prior written notice not less than forty-five (45) days prior to closing, closing may be extended up to thirty (30) days.

~~19. Seller shall execute a deed for the benefit of Purchaser which shall be limited common element to Purchaser's Units as attached hereto.~~ [Signature]

Kindly review our comments to the Purchase Agreement and contact me with any questions or comments. Our approval is subject to agreement on the terms of said Purchase Agreement.

Very truly yours,

LEON J. TEICHNER

jd

cc: Rona Keller

REVISIONS TO REAL ESTATE SALE CONTRACT APPROVED AND ACCEPTED:

SELLER: Randolph Des Plaines Partnership
By: [Signature]
Its: Agent

PURCHASER:
Rona Keller
RONA KELLER

00000530

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CHICAGO TITLE INSURANCE COMPANY
UNOFFICIAL COPY
COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO.: 1401 007596334 DE

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

UNIT 402 IN RANDOLPH STATION CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN ASSESSOR'S DIVISION OF LOT 10 AND LOT 7 IN BLOCK 26 IN ORIGINAL TOWN OF CHICAGO IN WEST 1/2 OF SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 96413564; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF P-10, P-11 AND P-12 LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID, RECORDED AS DOCUMENT 96413564.

P. I. No. 17093220000000 (part)
17093220000000 (part)
17093220000000 (part)
17093220000000 (part)
17093220000000 (part)
17093220000000 (part)

Address: Unit 402, 626 West Randolph Street, Chgo, IL

Mail to: Leon Teichner, 180 N. LaSalle St. Ste 101, Chgo IL 60601