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BUYER ENRIG POPITY agrees to buy and **SELLER** DR. LEON WALKER agrees to sell, and to convey or cause to be conveyed to Buyer or persons, title to the real estate hereinafter described (a joint tenancy) by a recordable **WARRANTY** deed, with release of homestead and marital rights, and a proper bill of sale to the personal property described in Section 2, subject only to the title exceptions set forth in Condition A.

LEGAL DESCRIPTION of the real estate (if not included herein at time of execution, Seller or his agent is authorized to insert if thereafter **SUBJECT TO THE BUYER'S APPROVAL AFTER RECEIPT OF SURVEY DESCRIBED HEREIN.**)

approximately 25,350 square feet of vacant real estate located between 1050 E. 95th St., Chicago, IL and 1110 E. 95th St., Chicago, IL

PERSONAL PROPERTY includes Numbers 75,350 sq. feet together with the following: all appurtenances thereunto belonging and commonly known as Outdoor television antennas; Water Softener; Storm and screen doors and windows; Refrigerator; Range; Washer; Dryer; Dishwasher; Garbage Disposal; Trash Compactor; Garage Door Opener; and Transmission(s); Electric, plumbing, heating and other attached fixtures as installed; and also supporting fixtures.

Excluded from sale: Seller represents that there are no leased fixtures or equipment on and premises, except:

1. PURCHASE PRICE (1) 95,000.00 Buyer has paid 3,000.00 (and will pay within 2 business days of acceptance date, the balance of 92,000.00) as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus all taxes, at the time of closing as follows: (Strike subsections not applicable)

(a) The payment of 92,000.00 in cash, cashier's check or its equivalent.
(b) (Assumption) Title on the real estate to be conveyed by Buyer subject to a mortgage (from deed) of record securing a portion of the purchase price which the Buyer (does not) agree to assume aggregating \$ bearing interest at the rate of 6 % a year, and payment of a sum which represents the difference between the amount due on the indebtedness at the time of closing and the balance of the purchase price. Seller (will) will not be released from liability on the 6 % interest. This contract is subject to the condition that the mortgage is assumable - VA assumption fees will be paid by (Seller) (Buyer).

(c) (Purchase Money Mortgage) By execution of a Participatory Note and Purchase Money Mortgage to Seller on the following terms: amount \$ interest rate 6 % secured by payments 3 monthly installments payment due monthly attached as an exhibit is a copy of the proposed Note and Purchase Money Mortgage and attached the Note and Purchase Money Mortgage will be prepared by Seller's attorney on forms customarily used in Military City, Detroit, and presented to Buyer seven days prior to closing.

(d) (Installment Agreement) By the execution of a Participatory Note and Purchase Money Mortgage by the parties. The Installment Agreement shall include the terms set forth in the **CHECKLIST for Preparation of Installment Agreement for Sale of Real Estate** attached hereto as an Exhibit. The Installment Agreement shall be prepared by the attorney for the Seller in a form to be approved by the Buyer or Buyer's attorney by 7 days. The parties acknowledge that they will not be legally bound to the purchase and sale of the real estate until they have signed the Installment Agreement and they will not be released therefrom.

4. MORTGAGE CONTINGENCY. This contract is subject to the condition that Buyer be able to procure within 30 days after the execution hereof a mortgage or trust deed on the real estate in the amount of \$ at such lesser rate as Buyer accepts with Fixed A.R.M. interest set to accrue 6 % a year to be amortized over 30 years, the Buyer's price for such Fixed A.R.M. financing, see Section 5; if after making every reasonable effort, Buyer is unable to procure such commitment within the time set forth in Section 6 and so notifies Seller thereof within that time, this contract shall become null and void and earnest money shall be refunded to Buyer. If Seller is not so notified, it shall be conclusively presumed that Buyer has secured such commitment or will procure said property without mortgage financing, provided that Seller, in his or her opinion, within a like period of time following Buyer's notice, procures for Buyer such a commitment or notifies Buyer that Seller will accept a purchase money mortgage upon the same terms, this contract shall remain in full force and effect. (Strike this section if inapplicable).

5. VA/FHA FINANCING. If Buyer obtains VA or FHA financing, the discount points required by a lender shall be paid on the total amount to be financed. As provided in Section 2, including the mortgage insurance premium, as follows: Seller 0 and Buyer 1. Buyer will pay FHA or VA loan origination and funding fees not to exceed 6 % and mortgage insurance premiums in the amount of 1 % required by VA/FHA. Seller will pay other closing charges required by the lender such as tax service fees, doc and preparation and the title, not to exceed a total of 0. (Strike this section if inapplicable).

6. CLOSING Closing shall be 14 days after financing has been processed if Section 4 is applicable, or on the date 1 day to which such date is extended by reason of Condition C. 14 days after financing has been processed if Section 4 is applicable, or on the date 1 day to which such date is extended by reason of Condition C. 14 days after financing has been processed if Section 4 is applicable, or on the date 1 day to which such date is extended by reason of Condition C. See **Sheet A** attached hereto and by this reference made a part hereof.

7. POSSESSION. Seller shall deliver possession to Buyer (check one)
 (a) at the time of closing. Buyer is not obligated to close until Seller can deliver possession. However, if Buyer elects to close without delivery of possession at the time of closing, a possession covenant shall be established as provided in Section 9 and the hold over rent provisions of Section 8 apply.
 (b) on 14 days after closing (unless noted). Seller shall pay the Buyer the amount of 0 per month for the term of the hold over period and including the date possession is to be delivered or otherwise. If possession is not delivered or not held, the hold over provisions of Section 8 apply.

8. HOLD OVER. If closing has occurred and Seller does not vacate and surrender possession on the day provided in Section 7, Seller shall pay hold over rent of 0 per day from the date possession is to be delivered as provided in Section 7 up to and including the day possession is delivered to Buyer. The rent provided in Sections 7 and 8 shall be paid out of the possession amount and the balance, if any, delivered to Seller. The foregoing shall not restrict Buyer's right to seek possession by all available legal means if possession is not tendered as provided in Section 7. Possession shall be deemed to be given when Seller has vacated real estate and delivered keys to Buyer or Buyer's broker.

9. POSSESSION ESCROW If possession is not delivered at closing, the parties shall establish a possession escrow at the closing by Seller depositing in escrow with the person designated to hold the earnest money a sum equal to 1% of the gross purchase price to guarantee possession, which sum shall be withheld from the net proceeds of the sale. Seller's attorney, if none at time of contract then Buyer's attorney for the mutual benefit of the parties.

10. EARNEST MONEY ESCROW The earnest money shall be held by Seller's attorney, if none at time of contract then Buyer's attorney for the mutual benefit of the parties.

11. REAL ESTATE BROKER. Listing Broker is N/A Cooperating broker is N/A

12. TERM OF OFFER. A duplicate original of this contract duly executed by the Seller shall be delivered to Buyer within 3 days from the offer date below, otherwise, at the Buyer's option, this offer shall become null and void and the earnest money shall be refunded to the Buyer. Any counter-offer shall have the same number of days unless otherwise provided in the counter-offer, and if the counter-offer is not accepted within such time, at the option of the person making the counter-offer, the counter-offer shall become null and void and the earnest money shall be refunded to the Buyer.

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DEPT-01 RECORDING 167.30
 11:28 AM 01/29/97 16:14:50
 COOK COUNTY RECORDER
 DEPT-10 PENALTY 844.00
 08:11 AM 01/29/97 16:14:50
 COOK COUNTY RECORDER
 #282 KB #-97-065874
 COOK COUNTY RECORDER

PLEASE RETURN THIS

RETURN TO

97065874



KATHIE J. HARRISON
 630 W. WASHINGTON ST
 # 1200
 CHICAGO IL 60602

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This contract includes the Conditions of Sale on the last page hereof and is subject to the same.

WHEN THIS FORM IS SIGNED BY BUYER AND SELLER, IT WILL BE A LEGALLY BINDING AND ENFORCEABLE CONTRACT, UNLESS OTHERWISE STATED.

Offer Date _____

Acceptance Date 16-17-96

Buyer Emeric Kopity

Seller [Signature]

Buyer Emeric Kopity

Seller Owner of record, Dr. Leon Walker

Address c/o Kanter & Mattenson, LTD.

Address _____

Address 25 E. Washington St. Suite 1400

Address _____

Phone Chicago, IL 60602, 312-368-1400

Phone _____

Attn: Alan J. Morgan

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*These items must be approved by Buyer or Buyer's attorney within ten (10) business days after delivery of the title commitment and the survey required by this Contract.

CONDITIONS

- A. **TITLE EXCEPTIONS.** Title to the real estate when conveyed may be subject only to the following:
 - (a) Public and utility easements which underlie the perimeter of the real estate.
 - (b) Easements, conditions and restrictions of record, provided they are not violated by the existing improvements or the proposed new construction and provided further that they do not contain a reversion or right of re-entry.
 - (c) Zoning and building laws, building lines, use and occupancy restrictions, provided they are not violated by existing improvements or the proposed new thereof.
 - (d) Drainage ditches, feeders and laterals, if any.
 - (e) Special assessments or special taxes for improvements not yet completed.
 - (f) General real estate taxes not yet due.
- B. **TITLE EXAMINATIONS AND INSURANCE.** Seller shall deliver or cause to be delivered to Buyer or Buyer's agent, prior to the closing, a title commitment for an owner's title insurance policy issued by **Chicago Title Insurance Company** in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantee subject only to (a) title exceptions set forth in Condition A, and (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). Seller shall furnish Buyer an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in paragraphs (a) and (b) and unpermitted exceptions, if any, as to which the title insurer consents to extend insurance in the manner specified in Condition C. Buyer shall pay the premium for all title coverage required by Buyer's lender. If the title commitment is ordered by the Buyer's lender, a copy thereof shall be delivered to the Seller or Seller's agent not less than 7 days prior to closing.

day period/ **15 days** after Contract
- C. **TITLE DEFECTS.** If the title commitment or plat of survey discloses other unpermitted exceptions or survey defects, Seller shall have 30 days from the date of delivery thereof to have the same removed from the title commitment or to correct such survey defects or have the title insurer consent to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the title commitment or the time expressly specified in Section 6 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the consent for the title insurance specified above as to such exceptions or survey defects within the specified time, Buyer may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 35-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Buyer does not so elect, this contract shall become null and void without further action of the parties. If the lender revokes the Buyer's loan commitment because the Seller has extended the time of closing to cure a title defect, then Buyer has 14 days from the date of revocation to obtain a new loan commitment on the same terms set forth in Section 4. Buyer has the same right to terminate this contract set forth in Section 4 if he is unable to obtain a loan commitment. Closing shall be 7 days after termination of the loan commitment provided all title defects are cured.

with full ALTA extended coverage over the
- D. **PRORATIONS.** General real estate taxes (based on the assessor's latest valuations and the latest known tax rate), rent, homeowner's association dues, fees, prepaid service contracts, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing. Existing leases and security deposits, if any, shall then be assigned to Buyer. All prorations are final unless otherwise provided herein.
- E. **STAMP TAX.** Seller shall pay the amount of any stamp tax imposed by State law or local ordinance on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and local ordinance.
- F. **RISK OF LOSS.** The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
- G. **FORFEITURE.** If this contract is terminated without Buyer's fault, the earnest money shall be returned to the Buyer, but if the termination is caused by the Buyer's fault, then at the option of the Seller and upon notice to the Buyer, the earnest money shall be forfeited to the Seller to be retained by the Seller as liquidated damages as Seller's sole remedy.
- H. **ESCROW OPTION.** At the election of Seller or Buyer upon notice to the other party not less than 10 days prior to the time of closing, this sale shall be closed through an escrow with **Chicago Title and Trust 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, any payments 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. The cost of the escrow shall be paid 1/2 by each party.
- I. **TIME.** Time is of the essence of this contract.
- J. **NOTICES.** All notices herein 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.
- K. **RESPA.** Buyer 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. In the event that either party shall fail to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said party.
- L. **CONDITION, INSPECTION AND REPAIR.** Seller agrees to deliver possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted. Seller shall remove all debris from real estate by date of possession. Buyer shall have the right to enter into and inspect the real estate prior to closing to determine the condition of the same and to make any repairs, improvements and modifications to the same as may be necessary to bring the real estate into the condition in which it was sold. Seller shall remedy any defect or deficiency disclosed by said evaluation prior to closing; provided that if the cost of remedying a defect or deficiency and cost of landscaping exceeds \$2,500, and if neither Buyer nor Seller will pay such additional cost, then this contract may be terminated by either party and all earnest money shall be refunded to Buyer.

20 days after Contract A prints,
- M. **WELL AND SEPTIC.** If the real estate is served by a well or private sanitary system, the Seller represents and warrants that the well water is bacteriologically safe and that the private sanitary system is in proper operating order and without sanitary defects. Prior to closing, Seller will provide an evaluation of the well and private sanitary system by the **Illinois licensed sanitarian** which will constitute evidence of compliance with Seller's representations and warranties hereunder. Seller shall remedy any defect or deficiency disclosed by said evaluation prior to closing; provided that if the cost of remedying a defect or deficiency and cost of landscaping exceeds \$2,500, and if neither Buyer nor Seller will pay such additional cost, then this contract may be terminated by either party and all earnest money shall be refunded to Buyer.
- N. **SURVEY.** Seller shall furnish a survey, as hereby certified by an Illinois registered land surveyor, showing the location of all buildings and lot and building lines, and showing encroachments of improvements from or onto adjoining properties. All lot corners shall be located, monumented and staked. Encroachments and violations of lot and building lines and encroachments over recorded easements are considered survey defects. All recording data shall be referenced. Survey to be certified to title company and Buyer.
- O. **CONTRACT DATE.** The date of this contract shall be the acceptance date.
- P. **CODE VIOLATION WARRANTY.** Seller warrants that no notice has been received from any governmental authority of any dwelling code violation which has not been cured prior to the date of this contract.
- Q. **LAND TRUSTS.** If title to the real estate is held by an Illinois Land Trust and the Seller is a beneficiary of the trust, the Seller shall execute a deed to the trust.

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and warrant to Buyer that he holds title in fee simple power of conveyance to the property described in the above recited deed.

R. **MISCELLANEOUS.** As used in this contract, the singular denotes the plural and the masculine denotes the feminine wherever appropriate.

S. **CREDIT INFORMATION.** If Section 3(c) (Purchase Money Mortgage) or Section 3(f) (Installment Agreement) is applicable, within 10 days after the date of this contract, Buyer shall furnish Seller all such credit information as Seller shall request. Within 10 days after such credit information has been furnished, Seller shall notify Buyer in writing whether Seller is willing to accept Buyer's credit. If Seller notifies Buyer in writing that Buyer's credit is not acceptable, this contract shall be null and void and the earnest money refunded to Buyer. If Seller fails to deliver to Buyer any notification whatever within the above specified time, Seller shall be deemed to have accepted Buyer's credit. If Buyer fails to furnish such information within the time specified, this contract, at Seller's option, shall become null and void and the earnest money shall be refunded to the Buyer.

T. **FEE'S.** Losing party shall pay all reasonable attorney's fees and costs incurred by the prevailing party in enforcing the terms and provisions of this contract, including foreclosure, specific performance or eviction, and in defending any proceeding to which Buyer or Seller is made a party to any legal proceedings as a result of the acts or omissions of the other party.

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RIDER A TO REAL ESTATE SALES CONTRACT BETWEEN EMERIC POPITY ("BUYER") AND DR. LEON WALKER OWNER OF RECORD ("SELLER") REGARDING APPROXIMATELY 25,350 SQUARE FEET OF VACANT REAL ESTATE LOCATED BETWEEN 1050 E. 95TH STREET, CHICAGO, ILLINOIS AND 1110 E. 95TH ST., CHICAGO, ILLINOIS

The undersigned parties to the above captioned Real Estate Sales Contract hereby further agree as follows:

R-1 Definition of Contract. This Real Estate Sales Contract contains the preceding printed form entitled "Real Estate Sales Contract" (sometimes "Printed Contract"), the Conditions set forth on the reverse side of the Printed Contract (sometimes "Conditions") (on fax copies of the Contract, the Conditions shall appear as a separate page) and this Rider A ("Rider A") all of which are collectively referred to as either the "Contract" or "contract". If any of the terms of this Rider A shall conflict with the terms of the Printed Contract or the Conditions, the terms of this Rider A shall govern.

R-2 Investment of Earnest Money. The earnest money shall be held in an interest bearing account with interest thereon payable to Buyer.

R-3 Closing. Closing shall be ten (10) business days after the expiration of the contingency set forth in paragraph R-6 of Rider A has expired provided title conforms with this Contract or has been accepted by Buyer or on the date, if any, to which such time is extended by reason of Condition C becoming operative (whichever date is later) (sometimes "Closing" or "Closing Date") at the office of Chicago Title and Trust Company, 171 N. Clark, Chicago, Illinois. *x ANTN TO W. MADISON, 11 @ 10.17.14*

R-4 FIRPTA. Seller represents and warrants that he is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller shall furnish Buyer at Closing the Exemption Certifications set forth in said Section.

R-5 Property. Without any additional consideration, in addition to the real estate described in the Contract, Seller shall convey to Buyer all structures, buildings, improvements and fixtures, if any, now existing or at any time or times hereinafter placed, erected, constructed or installed on the real estate.

R-6 Conditions to Buyer's Obligations. All of Buyer's obligations hereunder to be performed at the time of Closing shall be subject to and contingent upon the following conditions (in addition, without limitation of the other conditions and requirements set forth in this Contract) any one or more of which conditions (and any other conditions hereunder) may be waived by Buyer in writing:

- a. Inspection. Buyer and Buyer's agent(s) or representative(s) shall have the right to obtain soil tests of the real estate and to inspect the real estate (including but not limited to geological and environmental

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inspection and review of zoning and building requirements applicable to the real estate) and all documents which Seiler is required to deliver to Buyer pursuant to Paragraphs B and N of Conditions so as to determine that the condition of the real estate and documents are completely satisfactory to Buyer, in his sole and

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absolute discretion, within twenty (20) business days from the date Buyer receives the last of the documents which Seller is required to deliver to Buyer pursuant to Paragraphs B and N of Conditions. If the real estate or documents are not satisfactory to Buyer, in his sole and absolute discretion, Buyer may:

- (1) Elect to rescind this Contract by service of written notice of such election in accordance with the provisions hereinafter set forth and recover all earnest money payments made by him together with interest, if any, which has been earned thereon; or
- (2) Elect to conditionally rescind this Contract by service of written notice of such election in accordance with the provisions hereinafter set forth, which written notice shall set forth Buyer's objections. In the event Buyer has sent notice of objections, the parties hereto will have ten (10) business days from the end of said twenty (20) business day period to agree to a resolution of said objections. If the parties are unable to reach an agreement within the time specified herein, then, at the option of the Buyer upon written notice to Seller within five (5) additional business days, this Contract shall become null and void and all earnest money payments made by Buyer together with interest, if any, which has been earned thereon, shall be returned to Buyer.

For purposes of conducting the above inspection, Seller shall permit unrestricted access to the real estate by Buyer, Buyer's agents or representatives. Buyer hereby agrees to indemnify and save Seller harmless against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs and expenses imposed upon, incurred by or asserted against Seller in connection with or arising out of the entry upon the real estate by Buyer or their agents or representatives and the actions of such persons on the real estate, provided Seller promptly notifies Buyer in writing of any such claim, Buyer and Seller mutually agree upon legal counsel retained to defend Seller against such claim retained and Seller cooperates with Buyer in every reasonable way to facilitate defense of any such claim.

- b. Possession. Seller shall deliver possession of the real estate to Buyer, at time of Closing. At the time of Closing there shall be no leases or tenancies of the real estate and no person or entity shall have any rights to possession of the real estate other than Buyer.

R-7 Buyer's Attorney. For purposes of approving title on behalf of Buyer and for other purposes under this Contract, the term "Buyer's attorney" shall mean Kanter & Mattenson, Ltd., 25 E. Washington Street, Suite 1400, Chicago, IL 60602.

R-8 Transmission by FAX.

- a. For purposes of negotiating and finalizing this Contract, any SIGNED document transmitted by FAX machine shall be treated in all manner

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and respects as an ORIGINAL document:
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- b. The signature of any party shall be considered for these purposes as an ORIGINAL signature.

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- c. Any such FAX document shall be considered to have the same binding legal effect as an ORIGINAL document.
- d. At the request of either party, any FAX document subject to this Contract shall be re-executed by both parties in an ORIGINAL form.
- e. The undersigned parties hereby agree that neither shall raise the use of the FAX machine or the fact that any signature or document was transmitted or communicated through the use of a FAX machine as a defense to this Contract, or to any document or rider executed in connection with this Contract and forever waive any such defense.

R-9 Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

R-10 Dating. This Contract shall be deemed dated the later of the two dates set forth opposite each parties signature, which shall be the date the last party signs this Contract and delivers it to the other party. This Contract shall not be binding until executed by Seller and Buyer.

R-11 Attorney's Approval. It is agreed by and between the parties hereto as follows: That their respective attorneys may approve or make modifications, other than price, mutually acceptable to the parties. Approval will not be unreasonably withheld, but if within 3 business days after the date of acceptance of the Contract, it becomes evident agreement cannot be reached by the parties hereto, and written notice thereof is given to either party within the time specified, then this Contract shall become null and void, and all monies paid by the Purchaser shall be refunded. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

SELLER:

Date: 10-17-96

Leon Walker
Dr. Leon Walker

BUYER:

Date: _____

Emeric Popity
Emeric Popity

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NOTE: SELLER AGREES - FENCE REMAINS ON PROPERTY
 * SELLER will sell Fence to buyer, Price To be negotiated L.L.
 10.17.96

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KANTER & MATTENSON, LTD.

ATTORNEYS AT LAW

25 EAST WASHINGTON STREET, SUITE 1400, CHICAGO, IL 60602-5003 TEL: 312/368-4000

ALLEN KANTER, DAVID M. MATTENSON, ALAN J. MORGAN, JOE R. MCGURN,
CAROL S. FELLOW, STUART J. GORDON, JOHN A. CLARK,
WETTE M. ANDRZEJEWSKI, DENNIS M. MORRISSEY

November 4, 1996

Mr. Benjamin E. Starks, Esq.
Starks & Boyd
11526 South Halsted
Chicago, IL 60628

VIA FAX CERTIFIED MAIL (RETURN RECEIPT REQUESTED) REGULAR MAIL

RE: WALKER TO POPITY 1050 E. 95TH STREET, CHICAGO, IL

Dear Mr. Starks:

Per our telephone conversation, the following is my understanding of the agreements reached between the Seller (Walker) and the Buyer (Popity) regarding the Real Estate Sales Contract ("Contract") with an acceptance date of October 17, 1996 by Dr. Leon Walker as amended by the Rider A to said Contract:

1. Buyer has accepted said Contract and said Contract shall be dated as of November 1, 1996.
2. Seller shall remove the fence and all footings and foundations for said fence from the property prior to closing.
3. The title insurance shall be obtained from Chicago Title Insurance Company.
4. The amount for the Chicago Title Insurance Company policy in excess of the policy cost for ANTN shall be paid by Buyer at closing.
5. Buyer shall pay to seller's attorney the amount that seller's attorney would have received from ANTN as a portion of the ANTN title bill at closing.

If my understanding meets with your approval, please sign or have your client sign indicating their acceptance of these changed terms and conditions.

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KANTER & MATTENSON, LTD.

ATTORNEYS AT LAW

Mr. Benjamin E. Starks, Esq.

November 4, 1996

Page Two

If you have any questions, please give me a call.

Sincerely,

KANTER & MATTENSON, LTD.



Alan J. Morgan
Attorney for Buyer

Terms of Conditions Acknowledged and Agreed To

Dr. Leon Walker
Dr. Leon Walker

12/6/96
Date

AJM:js

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CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 007643328 P2

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

PARCEL 1:

A TRACT OF LAND IN THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF EAST 95TH STREET, SAID NORTH LINE BEING 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 2 AND SAID POINT BEING 756.62 FEET WEST OF THE EAST LINE OF SAID QUARTER SECTION AND RUNNING THENCE WEST ALONG SAID NORTH LINE OF EAST 95TH STREET, A DISTANCE OF 100 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 117 FEET; THENCE EAST PARALLEL WITH SAID SOUTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 74.39 FEET; THENCE EASTERLY ON A CURVED LINE CONVEX NORTHERLY TANGENT TO LAST DESCRIBED PARALLEL LINE AND HAVING A RADIUS OF 550 FEET, A DISTANCE OF 68.72 FEET; THENCE SOUTHEASTERLY ON A STRAIGHT LINE TANGENT TO SAID CURVED LINE, A DISTANCE OF 57.42 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 756.62 FEET WEST OF SAID EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 2; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 135.54 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A TRACT OF LAND IN THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF EAST 95TH STREET, SAID NORTH LINE BEING 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 2 AND SAID POINT BEING 756.62 FEET WEST OF THE EAST LINE OF SAID QUARTER SECTION AND THENCE EAST ALONG SAID NORTH LINE OF EAST 95TH STREET, A DISTANCE OF 100 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 2 A DISTANCE OF 125.97 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 13 FEET SOUTH OF THE SOUTH LINE OF THE RIGHT OF WAY CONVEYED TO THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD BY DEED DATED FEBRUARY 10, 1907 AS DOCUMENT 9662411; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 6.79 FEET; THENCE WESTERLY ON A CURVED LINE CONVEX SOUTHERLY TANGENT TO LAST DESCRIBED PARALLEL LINE AND HAVING A RADIUS OF 413.67 FEET, A DISTANCE OF 43.24 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 50.37 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 756.62 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 2; THENCE SOUTH ON LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 135.54 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

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SCHEDULE A (CONTINUED)

ORDER NO.: 1401 007643328 F2

A TRACT OF LAND IN THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF EAST 95TH STREET SAID NORTH LINE BEING 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 2 AND SAID POINT BEING 656.62 FEET WEST OF THE EAST LINE OF SAID QUARTER SECTION AND RUNNING THENCE EAST ALONG SAID NORTH LINE OF EAST 95TH STREET, A DISTANCE OF 100 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 2 A DISTANCE OF 114 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 13 FEET SOUTH OF THE SOUTH LINE OF RIGHT OF WAY CONVEYED TO THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD BY DEED DATED FEBRUARY 10, 1927 AND RECORDED AS DOCUMENT 9662411; THENCE WEST ALONG SAID DESCRIBED PARALLEL LINE, A DISTANCE OF 2.72 FEET TO THE POINT OPPOSITE THE POINT OF BEND IN SAID RIGHT OF WAY OF RIGHT ANGLES THERETO; THENCE CONTINUING WEST ALONG A PARALLEL LINE 13 FEET SOUTHERLY OF SAID RIGHT OF WAY, A DISTANCE OF 97.30 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 656.62 FEET WEST OF SAID EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 2; THENCE SOUTH ALONG SAID DESCRIBED PARALLEL LINE A DISTANCE OF 125.97 FEET TO THE POINT OF BEGINNING. IN COOK COUNTY, ILLINOIS.

PIN: 25-02-318-039-0000

Approximately 23,350 square feet of vacant real estate located between 1050 E. 95th Street, Chicago, IL and 1110 E. 95th Street, Chicago, IL

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