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TO: [Handwritten Name] SELLER DATE: 4/7/98

I/We offer to purchase the property known as 3150 Elden Northbrook

If a townhome, including parking space number (check applicable) _____ decided _____ assigned _____

Let approximately _____ feet, together with improvements thereon.

FIXTURES AND PERSONAL PROPERTY. Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together with the following: (check or appropriate applicable items)

- TV, Airma, Refrigerator, Dishwasher, Dryer, Water softener, Wall to wall carpeting, Bush in or attached shrubbery, Smoke and carbon monoxide detectors, Window shades, attached shutters, draperies & curtains, hardware & other window treatments, Security system (if not leased), Other items included.

Items excluded: 1. Purchase Price \$ 311,000

2. Initial earnest money \$ 10,000.00 in the form of CHECK to be increased to 10% of purchase price within 10 days after acceptance hereof.

3. The balance of the purchase price shall be paid at the closing, plus or minus provisions, as follows (STRIKE THROUGH INAPPLICABLE SUBPARAGRAPHS)

(a) Cash or Certified Check or any combination thereof. (b) Assumption of existing mortgage (see Rider 7, if applicable). (c) Mortgage Company. This contract is contingent upon Purchaser securing by May 1 1998 a written commitment for a fixed rate mortgage, or an adjustable rate mortgage permitted to be made by a U.S. or Illinois savings and loan association or bank for the term of 30 years, with an interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed 7.5% per annum, amortized over 30 years, with a monthly loan fee not to exceed \$ 1.00, plus appraisal and credit report fee, if any. If said mortgage has a balloon payment, it shall be due no sooner than _____ years. Purchaser shall pay for private mortgage insurance if required by lending institution. If Purchaser fails to obtain such commitment, Purchaser shall notify Seller in writing by the aforesaid date. If Seller is 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 business days, secure a mortgage commitment for Purchaser upon the same terms, and shall have the option of extending the closing date up to the same number of days. Said commitment may be given by Seller or a 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 Seller. If Purchaser notifies Seller as above provided, whether Purchaser or Seller secures such commitment as above provided, this Contract shall be null and void and all earnest money shall be returned to Purchaser.

If an FHA or VA mortgage is to be obtained, Rider 8 or 9 is hereby attached as applicable.

(d) Purchase Money Note and Trust Deed or Art. 9 Agreement for Deed. See Rider 10.

4. 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 (or other appropriate deed if title is in trust or of a joint estate), or Articles of Agreement, for such a deed if that portion of subparagraph 3(d) is applicable, subject only to the following, if any: covenants, conditions, and restrictions of record; public and utility easements; existing leases or tenancies; special governmental taxes or assessments for improvements not yet completed; unconfirmed special governmental taxes or assessments; general real estate taxes for the year 1998 and subsequent years, the mortgage, and any other matters referred to in paragraph 3 on the reverse side hereof and/or Rider 7, if applicable.

Seller represents that the 1998 general real estate taxes are \$ _____ General real estate taxes shall be prorated at _____ % of the most recent ascertainable tax bill at closing. (The following is for Fee Simple townhomes, strike if not applicable) Seller represents that as of the date of acceptance hereof the regular monthly assessment pertaining to this unit is \$ _____ a special assessment of \$ _____ has not (strike one) been levied. The original amount of the special assessment and shall (shall not) (strike one) be assumed by the Purchaser as of the closing date. Seller shall furnish Purchaser a statement from the proper representative certifying that Seller is content with payment of assessments, and, if applicable, point of waiver or termination of any type of a refusal or similar options contained in the bylaws thereof for the transfer of ownership. Additionally, the Seller shall deliver to Purchaser the bylaws, rules and regulations, and the past and current years' operating budget within _____ days of acceptance hereof. Seller agrees to pay any applicable recording/transferring fees as assessed by the Association and Purchaser agrees to pay the credit report and move-in fee if required by the Association. If the right of first refusal or similar option is exercised, this contract shall be null and void and the earnest money returned to Purchaser, but the Seller shall pay the commission pursuant to paragraph 9 below.

5. Closing or escrow payment shall be on or before _____ provided this sale has been closed. If possession is not delivered at closing, then, at closing, Seller shall pay to Purchaser \$ _____ per day for use and occupancy commencing the first day after closing up to and including the date possession is to be surrendered or on a monthly basis, which period is shorter and the provisions of paragraph 23 on the reverse shall apply. Purchaser shall refund any payment made for use and occupancy beyond the _____ possession is surrendered.

6. Seller agrees to surrender possession of said Premises on or before _____ provided this sale has been closed. If possession is not delivered at closing, then, at closing, Seller shall pay to Purchaser \$ _____ per day for use and occupancy commencing the first day after closing up to and including the date possession is to be surrendered or on a monthly basis, which period is shorter and the provisions of paragraph 23 on the reverse shall apply. Purchaser shall refund any payment made for use and occupancy beyond the _____ possession is surrendered.

7. Premises (es not (strike one) subject to the Residential Real Property Disclosure Act. Purchaser (has (not) received the Residential Real Property Disclosure Report.

8. DUAL AGENCY CONFIRMATION OF CONSENT: The undersigned confirm that they have previously consented to (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

Seller(s) initials _____ Purchaser(s) initials _____

9. The Real Estate Brokers named below shall be compensated in accordance with their agreements with their clients and/or an offer of compensation made by the Listing Broker or a multiple listing service in which the Listing and Cooperating Broker both participate.

10. It is agreed by and between the parties hereto that their respective attorneys may make modifications to the Contract other than a sales price, broker's compensation and dates, mutually acceptable to the parties. If within _____ days after acceptance of the Contract _____ days evident agreement cannot be reached by the parties hereto regarding the proposed modifications of 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 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.

11. Purchaser's obligation to purchase under the Contract is subject to the inspection (including any inspection for wood boring insects) and approval of the condition of the property by the Purchaser or Purchaser's agent, at Purchaser's expense, within _____ days from the date of acceptance of this Contract. Purchaser shall indemnify Seller from and against 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 approval, and thereupon, Seller's obligation to sell and Purchaser's obligation to purchase under the 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.

12. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A PART HEREOF.

PURCHASER [Handwritten Name] ADDRESS [Handwritten Address]
PURCHASER [Handwritten Name] ADDRESS [Handwritten Address]

ACCEPTANCE OF CONTRACT BY SELLER
This _____ day of April, 1998 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 [Handwritten Name] ADDRESS [Handwritten Address]
SELLER [Handwritten Name] ADDRESS [Handwritten Address]

FOR INFORMATIONAL PURPOSES:
Leasing Office _____ Address _____
Seller's Designated Agent Name _____ Phone _____
Cooperating Office, NATIONAL PROFESSIONAL ADDRESS 6430 Central Ave
Purchaser's Designated Agent Name TOMMIE ROMERO Phone 708-691-7300

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



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1. If the interest on existing mortgage of any property... available tax bill is on vacant land... 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... exhibiting proper duplicate Certificate of Title or a certified copy thereof... and a currently dated Special Tax Report issued by the Registrar of Titles...

4. 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 when the notice is mailed.

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.

6. Seller represents that all 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...

7. If the Premises is new construction... Seller and Seller agree to comply with all insulation disclosure requirements as provided by the Federal Trade Commission and Rule 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 above described Premises has been issued and received by Seller or his agent.

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 19-2 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 site shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual form of deed, and 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.

11. Prior to closing, Seller shall furnish a survey by a licensed land surveyor a date not more than six (6) months prior to date of closing... 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 the exceptions 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, within a time, 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 any 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 debris 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, and any 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.

23. If possession of the Premises is not delivered at closing, Seller shall deposit with Escrowee designated in paragraph 2 above a sum equal to 2% 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 use and occupancy in paragraph 6 on or before 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. Acceptance of payments by Purchaser shall not limit Purchaser's other legal remedies. Seller and Purchaser hereby acknowledge that Escrowee will not distribute the possession escrow without the joint written direction of the Seller and Purchaser. If either Seller or Purchaser objects to the disposition of the possession escrow, then the parties hereto agree 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 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.

181086

NORMAN J. ROSEN
5786 N. LINCOLN AVE
CHICAGO, IL 60659-4721



Property of Cook County Clerk's Office

3150 ELDER, NORTH BRIDGE, IL.

P.I. NO. 04-17-215-009-0000

LOT 54 IN HEATHERCREST UNIT 5, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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

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