

UNOFFICIAL COPY

TO: OWNER OF RECORD SELLER DATE JULY 23, 1998

1/We offer to purchase the property known as 2010 W. IRVING PARK, CHGO, IL

- Lot approximately PER SURVEY 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:
T.V. Antenna, Washer, Central air conditioner, Electronic garage door(s)
Refrigerator, Dryer, Window air conditioner, with remote units(s)
Oven/Range, Sump pump, Electronic air filter, Fireplace screen and equipment
Microwave, Water softener (if not rental), Central humidifier, Fireplace gas log
Dishwasher, Wall to wall carpeting, if any, Ceiling fan, Pinewood
Garbage disposal, Built up attached shelving, Outdoor Shed, Existing storms & screens
Trash compact, Sink and carbon monoxide detectors, All planted vegetation, Attached book cases and cabinets
Window shades, Blinds, draperies & curtains, hardware & other window treatments, Radiator covers
Security system (if installed)

Other items included:
Items excluded:
1. Purchase Price \$ 200,000
2. Initial earnest money \$ 3,500 in the form of check shall be held by Seller. If the earnest money is returned and this contract shall be void if not accepted by Seller on or before July 27, 1998. If the earnest money is in excess of Five Thousand Dollars (\$5,000.00), the earnest money shall be deposited by Seller as escrow, for the benefit of the parties hereto in an interest bearing escrow account in compliance with the laws of the State of Illinois with interest payable to Purchaser at closing. Purchaser and Seller shall execute all documents necessary to establish any such escrow account and Purchaser shall assume all account service fees, if any. An original of this contract shall be held by Listing Broker.

3. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (STRIKE THROUGH INAPPLICABLE SUBPARAGRAPHS):
(a) Cash, Cashier's check or Certified Check or any combination thereof.
(b) Assumption of Existing Mortgage (See Rider 7, if applicable).
(c) Mortgage Contingency. This contract is contingent upon Purchaser securing by (date) a written commitment to a fixed rate mortgage, or an adjustable rate mortgage permitted to be made by U.S. or Illinois savings and loan associations or banks, for \$ per annum, amortized over years, payable monthly, loan fee not to exceed % 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 does not obtain such commitment, Purchaser shall notify Seller in writing by the aforesaid date. If Seller is not so notified, it shall be conclusively presumed that Purchaser has secured such commitment or will purchase said property without mortgage financing. If Seller is so notified Seller may, within an equal number of additional days, secure a mortgage commitment for 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, see Rider 8, documents relating to the application and securing of such commitment, and pay one application fee as directed by Seller. If Purchaser notifies Seller as a (a) provide), and neither Purchaser nor Seller secures such commitment as above provided, this contract shall be null and void and all earnest money shall be returned to Purchaser and Seller shall not be liable for any sales commission.

(d) Purchase Money Note and Trust Deed or Installment Agreement for Deed. Purchaser shall pay \$ (amount) (which shall include earnest money) and the balance of the purchase price (Purchaser Money Note and Trust Deed) (Installment Agreement for Deed) in the amount of \$ with interest at the rate of % per annum to be amortized over years, payable monthly, the final payment due on or before (date). If the parties cannot agree on the form of said instrument, Chicago Title & Trust Company Note and Trust Deed No. 7 shall be used or the General B. Cole Installment Agreement No. 74 shall be used, whichever may be applicable. If Seller requests a credit report, Seller shall deliver same to Seller within four days of such request; and, Seller may cancel this agreement within three days after receiving said credit report if Seller believes said credit report is unsatisfactory.

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 held in an 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 and 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 and the mortgage or trust deed set forth in paragraph 3 and/or Rider 7. Seller represents that the 1997 general real estate taxes are \$ 2,500.00 and shall be prorated at 10% of the most recent ascertainable tax bill at closing.

5. Seller represents and warrants that: (a) existing leases, if any, are to be assigned to Purchaser at closing, none of which expire later than (date) and said existing leases have no option to renew, cancel or purchase; (b) the present monthly gross rental income is \$ 2,500.

6. Closing or escrow payout shall be on or before AUG 4, 1998 (except as provided in paragraph 3(c) above), provided title has been shown to be good or is accepted by Purchaser, at the office of Purchaser's mortgagee or at (address).

7. Seller agrees to surrender possession of said premises on or before (date), provided this sale has been closed. (a) Use and Occupancy. 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, whichever period is shorter. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered.

(b) Possession Escrow. At closing, Seller shall deposit with escrowee designated in paragraph 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 until the net proceeds of the sale on escrowee form of receipt. If Seller does not surrender possession as above, Seller shall pay to Purchaser in addition to the above use and occupancy, the sum of 10% of said possession escrow per day up to and including day possession is surrendered to Purchaser plus any unpaid use and occupancy to the date possession is surrendered, said amount(s) to be paid out of escrow and the balance, if any, to be turned over to Seller and acceptance of 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 or their authorized agent. If either Seller or Buyer 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 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.

8. PURCHASER ACKNOWLEDGES RECEIPT OF SELLER'S RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT, IF APPLICABLE.

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

10. 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.

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

12. It is agreed by and between the parties hereto that their respective attorneys may make modifications to this contract prior to closing. If it becomes evident after 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 monies paid by the Purchaser shall be refunded upon joint written direction of both parties to escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREBIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

13. 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 this Contract shall become null and void and all monies paid by the Purchaser shall be refunded upon joint written direction of both parties to escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREBIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

PURCHASER: (Name, Address, City, State, Zip Code)
SELLER: (Name, Address, City, State, Zip Code)

ACCEPTANCE OF CONTRACT BY SELLER: This day of 19 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.

FOR INFORMATIONAL PURPOSES: Listing Office, Seller's Designated Agent Name, Cooperating Office, Buyer's Designated Agent Name.

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At least 10 days prior to closing date, Seller shall deliver to Purchaser or his agent evidence of merchantable title in the intended grantor: (a) by a duplicate Certificate of Title or a certified copy thereof, subject to no other exceptions than those listed on the reverse side hereof, and a currently issued Tax Report issued by the Registrar of Title, (if applicable) and (b) by delivering a Commitment For Title Insurance of a title insurance company... or subject to the date of its acceptance of this Contract, in the amount of the purchase price or subject to no other exceptions than those listed on the reverse side hereof and to general exceptions contained in said commitment. Delay in delivery by Seller of Commitment for Title Insurance due to delay by Purchaser's mortgagee in recording mortgage and bringing down title shall not be a default of this Contract. Every Certificate of Title or Commitment For Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as therein shown. If evidence of title shows other exceptions, Seller shall have thirty days after Seller's receipt of evidence of title to cure such exceptions and notify Purchaser accordingly, and as to those exceptions which may be removed at closing the earnest money, Seller may have same removed at closing by using the proceeds of sale in payment thereof.

All notices herein required shall be in writing and shall be served on the parties at the addresses following these terms. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served by personal delivery or commercial delivery service, by mail-order, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of transmission.

In the event of default by Purchaser, the earnest money, less the expenses and commission of the listing broker, shall be paid to the Seller. If Seller defaults, the earnest money, at the option of Purchaser, shall be refunded to Purchaser, but such refunding shall not release Seller from the obligation of this Contract. In the event of any default, Escrowee shall give written notice to Seller and Purchaser indicating Escrowee's intended disposition of the earnest money and request the Seller's and Purchaser's written consent to the Escrowee's intended disposition of the earnest money within thirty (30) days after the date of mailing of the notice. However Seller and Purchaser hereby acknowledge that if Escrowee is a licensed real estate broker, Escrowee may not distribute the earnest money without the joint written direction of the Seller and Purchaser or their authorized agent. If Escrowee is not a licensed real estate broker, Seller and Purchaser hereby agree that if either party objects, in writing, to the proposed disposition of the earnest money within thirty (30) days after the date of mailing of said notice that Escrowee shall proceed to dispose of the earnest money as previously indicated by the Escrowee. If either Seller or Buyer objects to the intended disposition within the aforesaid period, or in the event Escrowee is a licensed real estate broker and does not receive the joint written direction of the Seller and Purchaser authorizing the distribution of the earnest money, then the parties hereto agree that the Escrowee may deposit the earnest money with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. The parties agree that Escrowee may be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and do hereby agree to indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such default claims and demands.

Seller represents and warrants that the heating, plumbing, electrical, central cooling, ventilating systems, appliances and fixtures on the premises are in working order and will be so at the time of closing, and that the roof is free of leaks and will be so at the time of closing. Purchaser shall have the right to inspect the premises during the 48-hour period immediately prior to closing to verify that such are in working order and that the property is in substantially the same condition, subject to wear and tear excepted as of the date of this Contract.

If this property is in a flood plain, then Purchaser and Seller agree to comply with all insurance disclosure requirements as provided by the Federal Trade Commission, and Rider 13 is hereby attached.

Seller warrants that no notice of any city, village, or other governmental authority of a dwelling code violation which currently exists in the aforesaid premises has been issued and received by Seller or his agent. If a notice is received between date of acceptance of the Contract and the date of closing, Seller shall promptly notify Purchaser of such notice.

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 193.2 of the Chicago Municipal Code concerning Heating, Ventilation and Air Conditioning Disclosure for the subject property.

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 contract shall be released through an escrow with a title insurance company, in accordance with the general provisions of the usual form of deed, and Money Escrow agreement then furnished and in use by said company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow and the Broker shall be made a party to the escrow with regard to commission fee. The cost of the escrow shall be divided equally between the Purchaser and Seller.

Prior to closing, Seller shall furnish a survey by a licensed land surveyor dated not more than six (6) months prior to date of closing hereof showing the precise location of all improvements. If Purchaser or Purchaser's mortgagee obtains a more recent or extensive survey, same shall be obtained at Purchaser's expense.

Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth herein, and an ALTA form if required by Purchaser's mortgagee, or the Title Insurance Company for extended coverage.

Right is reserved by either party to insert correct legal description of an entry, without notice, when same is available.

Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of this sale.

Purchaser may place a mortgage on this property and apply proceeds of such mortgage to the purchase price. In the event this transaction does not close, Purchaser agrees to promptly cause release of same.

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 1978 as amended.

Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by the Seller or Seller's agent in the form required by the state and county, and shall furnish any documents 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 imposed by local ordinance shall be paid by designated party in this instrument.

Seller shall remove from premises by date of possession all debris and Seller's personal property not conveyed by Bill of Sale to Purchaser.

Seller agrees to surrender possession of the real estate in the same condition as it is at the date of this Contract, ordinary wear and tear excepted.

Time is of the essence of this contract.

Wherever appropriate, the singular includes the plural and masculine includes the feminine or neuter.

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. THIS CONTRACT IS SUBJECT TO THE ATTACHED RIDER A.

24. THIS CONTRACT IS SUBJECT TO PURCHASERS APPROVAL AFTER THE EPA. INSPECTION.

After recording, return to:  
Richard W. Rappold, Esq.  
Marks, Marks & Kaplan, Ltd.  
170 N. LaSalle Street #3200  
Chicago, IL 60602  
50591886

LEGAL DESCRIPTION

LOT 34 IN RUDOLPH'S SUBDIVISION OF BLOCKS 10 AND 11 IN W. B. OGDEN'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RUDOLPH'S SUBDIVISION RECORDED AS DOCUMENT NUMBER 1426940, IN COOK COUNTY, ILLINOIS.

PIN NO: 14-18-330-031

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