

UNOFFICIAL COPY



Form 700

(Including or Dominant in the State)

SELLER

DATE: July 1998

TO: OWNER of RECORD

2 I/We offer to purchase the property known as #10 3953 N. Greenview Chicago IL 60613

3 including parking space number (check applicable) deduct limited common elements assigned Rental #30/mo

- 4 FEATURES AND FINISHES: Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together with the following: (check or uncheck applicable items)
- 7 T.V. Antenna
 - 8 Refrigerator
 - 9 Microwave
 - 10 Dishwasher
 - 11 Garbage disposal
 - 12 Trunk compressor
 - 13 Window shades, attached shutters, draperies & curtains, hardware & fasteners
 - 14 Security system (if not leased)
 - 15 Other items included: (none)
- 6 Washer
 - 7 Dryer
 - 8 Stove/pump
 - 9 Water softener (if not rec'd)
 - 10 Mail to unit carrying (if any)
 - 11 Push-in or attached shelving
 - 12 Stairs and carbon monoxide detectors
 - 13 Window treatments, attached shutters, draperies & curtains, hardware & fasteners
 - 14 Security system (if not leased)
 - 15 Other items included: (none)
- 16 Central air conditioner
 - 17 Window air conditioner
 - 18 Electronic air filter
 - 19 Ceiling fan
 - 20 Outdoor shed
 - 21 All ground vegetation
 - 22 Window treatment
 - 23 Electronic garage door(s)
 - 24 Alarm system
 - 25 Preplanned/installed equipment
 - 26 Fireplace gas log
 - 27 Ping-pong
 - 28 Existing storm & screen
 - 29 Assembled book cases and cabinets
 - 30 Radiator covers



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16 Items estimated:

17 1. Purchase Price \$180,000 paid shall be held by personal check in the form of personal check 545 days after acceptance hereof.

18 2. Initial earnest money \$10,000 (Contract) to be increased to 10% of purchase price within 545 days after acceptance hereof.

19 3. Seller's earnest money shall be refunded and (if contract) shall be void if not accepted by Seller on or before Aug 11 1998. If

20 the earnest money is in excess of Five Thousand Dollars (\$5,000.00), the earnest money shall be deposited by cash

21 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

22 such earnest account and Purchaser shall assume all escrow service fees, if any. An original of this contract shall be held by Listing Broker.

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

24 SUBPARAGRAPHS:

25 (a) Cash, Cashier's check or Certified Check or any combination thereof.

26 (b) Assumption of Existing Mortgage (See Rider 7, if applicable).

27 (c) Assumption of Existing Mortgage and Third-Party or Article of Agreement for Deed. See Rider 10.

28 (d) Assumption of Existing Mortgage. This contract is contingent upon Purchaser securing by Aug 11 98 (date) a written

29 3.5% fixed rate mortgage, or an adjustable rate mortgage permitted to be made by U.S. or Illinois savings and loan associations or banks, for

30 the mortgage rate (or adjustable rate mortgage) not to exceed 5.5% fixed rate, plus appraisal and credit report fee, if any. If said mortgage

31 is not obtained, this contract shall be void and the earnest money shall be returned to Seller. If said mortgage is obtained, Seller shall

32 pay for private mortgage insurance if required by the lender. If Purchaser does not obtain such mortgage, Seller shall notify Seller in writing by the aforesaid date. If Seller is not so notified, it

33 shall be deemed that Purchaser has assumed such commitment or will purchase and property without mortgage financing. If Seller is so notified, it

34 shall be deemed that Seller has agreed to the same number of days. Said commitment may be given by Seller or a third party. Purchaser shall furnish all requested credit

35 information, sign all necessary documents relating to the application and opening of such commitment, and pay one application fee as directed by Seller. If

36 Purchaser notifies Seller of such provided, and neither Purchaser nor Seller secures such commitment as above provided, this contract shall be null and void

37 and all earnest money shall be returned to Purchaser.

38 If a PTA or VA form is to be obtained, Rider 8 or 9 is hereby attached as applicable.

39 4. At closing, Seller shall deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed with release of

40 all Homestead rights (or other state law deed if not in deed or in state or in state) or Articles of Agreement, for such a deed if the portion of subparagraph 3(c) is

41 applicable, subject to the following: if any: covenants, conditions, and restrictions of record; public and utility easements; existing leases and tenancies;

42 special governmental taxes or assessments; all improvements not yet completed; unperfected special governmental taxes or assessments; general real estate

43 taxes for the year 1997 and subsequent years; the mortgage or mortgages referred to in paragraph 3 on the reverse side hereof; and Rider 7, if applicable.

44 Seller represents that the 1997 and subsequent years' real estate taxes are paid. General real estate taxes shall be prorated at

45 46 47 48 49

50 5. Seller represents that as of the date of acceptance hereof, a full and complete assessment pertaining to this unit is 99.00, a special

51 assessment has not been levied, and no other assessment of the special assessment pertaining to this unit will be levied, and shall not be assumed by the Purchaser as of the closing date,

52 and shall not be assumed by the Purchaser as of the closing date, and shall not be assumed by the Purchaser as of the closing date, and shall not be assumed by the Purchaser as of the closing date,

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72 and shall not be assumed by the Purchaser as of the closing date, and shall not be assumed by the Purchaser as of the closing date, and shall not be assumed by the Purchaser as of the closing date,

69 6. Closing or earnest money shall be paid on or before Aug 11 98 (date) (unless as provided in paragraph 3(c) above) provided title has been

70 shown to be good or is accepted by Purchaser, as an officer of Purchaser's mortgage or as a real estate

71 7. Seller agrees to surrender possession of said Premises on or before Aug 11 98 (date) provided the sale has been closed; if possession is not

72 delivered at closing, then, at closing, Seller shall pay to Purchaser one (one) day for one and necessary conveniences the first day

73 after closing up to and including the date possession is to be surrendered on or before one (one) day for one and necessary conveniences the first day

74 on the reverse shall apply. Purchaser shall refund any payment made for one and necessary conveniences beyond the date possession is surrendered.

75 8. Premises shall not (strike me) subject to the Residential Real Property Disclosure Act. Purchaser hereby not (strike one) received the Residential Real

76 Property Disclosure Report.

77 9. The Real Estate Brokers named below shall be compensated in accordance with their agreements with their clients and/or any offer of compensation made

78 by the Listing Broker in a multiple listing service in which the Listing and Cooperating Brokers do participate.

79 10. DUAL AGENCY CONFIRMATION OF CONSENT: The undersigned confirms that they have previously consented to NA

80 (licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically

81 consent to Listing being a Dual Agent in regard to the transaction referred to in this document.

82 Seller(s) initials: _____ Purchaser(s) initials: _____

83 11. It is agreed by and between the parties hereto that their respective attorneys may make modifications to or correct other than take price, broker's

84 compensation and other matters acceptable to the parties. If within 10 (ten) days after acceptance of the Contract by the buyer, either party agrees to change

85 the terms of the contract, then the Contract shall become null and void and all money paid by the Purchaser shall be returned to the Purchaser. If the period

86 expires, the Contract shall become null and void and all money paid by the Purchaser shall be returned to the Purchaser. If the period expires, the Contract shall

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91 to the Purchaser. If the period expires, the Contract shall become null and void and all money paid by the Purchaser shall be returned to the Purchaser.

92 IF ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

93 12. Purchaser's obligation to purchase under the Contract is subject to the inspection (including any inspection for mold testing, etc.) and approval of the

94 condition of the property by the Purchaser or Purchaser's agent, as Purchaser's agent, within 10 (ten) days of the date of acceptance of the

95 Contract. Purchaser shall indemnify Seller from and against any loss or damage to the property caused by the act or omission of Purchaser or Purchaser's

96 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

97 Purchaser within the time specified for approval, and thereafter, Seller's obligation to sell and Purchaser's obligation to purchase under the Contract shall

98 become null and void and all money paid by the Purchaser shall be returned upon written direction of both parties to close escrow. IF THE INSPECTION OF

99 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.

100 13. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE AND THE FOLLOWING RIDERS ATTACHED

101 HERETO AND MADE A PART HEREOF: 1-9

102 PURCHASER: Amy Fedack ADDRESS: 2432 N. Pauline

103 Chicago IL 60614

104 PURCHASER: _____ ADDRESS: _____

105 _____ ADDRESS: _____

106 ACCEPTANCE OF CONTRACT BY SELLER

107 THE NO day of July 1998 I/We accept this contract and agree to perform and convey title to be conveyed

108 according to the terms of this contract.

109 SELLER: MADIE R. WENZEL ADDRESS: 3953 N. GREENVIEW

110 CHICAGO IL 60613

111 SELLER: DANIELLE WENZEL ADDRESS: 3953 N. GREENVIEW #10

112 CHICAGO IL 60613

113 FOR INFORMATIONAL PURPOSES:

114 Listing Office: _____ Address: _____

115 Seller's Designated Agent Name: _____ Phone: _____

116 Cooperating Office: KAMKAR'S ASSO Address: _____

117 Buyer's Designated Agent Name: ARAC GRAE Phone: 773-525-5500

118 RECEIVED 10/18

119 JUL- 6-38 MON 2:41 PM

120 DONE AT CUSTOMER'S REQUEST

121 P 2

RECEIVED IN B.D. CONDITION

THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE NOT GUARANTEED SIGNATURES.

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2633/0042 50 001 Page 1 of 3

1998-10-29 12:16:10

Cook County Recorder

47.50

UNOFFICIAL COPY

Return To
Robert Guza
70 W. Madison
Suite 2100
Chicago, Ill
60602

Property of Cook County Clerk's Office



REC'D

FILE

9 JAN 1988

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PROVISIONS

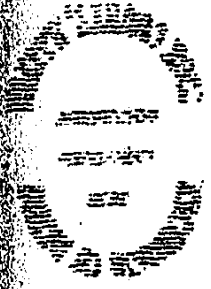
1. From the date of listing through closing, if any, taxes and other items shall be prorated to closing. If property taxes are improved, but last available tax bill is on vacant land, parties herein agree to reimburse taxes when bill on improved property is available. Security deposits, if any, shall be paid to Purchaser at closing.
2. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
3. At least five days prior to closing date, Seller shall deliver to Purchaser or his agent evidence of merchantable title in the intended grantor: (a) by exhibiting owner's duplicate Certificate of Title or a certified copy thereof, if the Premises is in Torrens, subject to no other exceptions than those listed on the reverse side hereof, and a currently dated Special Tax Report issued by the Registrar of Titles (if applicable); and (b) by delivering a Commitment For Title Insurance of a title insurance company bearing date on or subsequent to the date of the acceptance of this contract, in the amount of the purchase price subject to no other exceptions than those listed on the reverse side hereof and to general exceptions contained in said commitment. Delay in delivery by Seller of Commitment For Title Insurance due to delay by Purchaser's mortgagee in recording mortgage and bringing down title shall not be a default of this contract. Every Commitment For Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as therein shown. If evidence of title discloses exception, Seller shall have thirty days from Seller's receipt of evidence of title to cure such exceptions and notify Purchaser accordingly, and as to those exceptions which may be removed at closing by payment of money, Seller may have same removed at closing by using the proceeds of sale in payment thereof.
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. 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.
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. 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 neither party objects, in writing, to the proposed disposition of the earnest money within thirty (30) days after the date of mailing of said notice then Escrowee shall proceed to disburse the earnest money as previously indicated by the Escrowee. If either Seller or Buyer objects to the intended disposition within the aforementioned thirty (30) day 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 herein 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.
6. Seller represents that the following, if not a common element, being 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. 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, normal wear and tear excepted, as of the date of this Contract.
7. If this property is under construction, then Purchaser and Seller agree to comply with all insulation disclosure requirements as provided by the Federal Trade Commission, and Rider (3) 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 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.
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 193.2 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 sale shall be closed 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 payable 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 due. The cost of the escrow shall be divided equally between Purchaser and Seller.
11. Seller agrees to furnish to Purchaser an affidavit of title subject only to those terms set forth herein, and an ALTA form, if required by Purchaser's mortgagee, or the Title Insurance Company for extended coverage.
12. Right is reserved by either party to insert correct legal description at any time, without notice, when same is available.
13. Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of this sale.
14. 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.
15. 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.
16. 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 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 as such tax required by local ordinance shall be paid by designated party in said ordinance.
17. Seller shall remove from Premises by date of possession all debts and Seller's personal property not conveyed by Bill of Sale to Purchaser.
18. Seller agrees to surrender possession of the real estate in the same condition as it is at the time of this contract, ordinary wear and tear excepted.
19. Time is of the essence of this contract.
20. Whenever appropriate, the singular includes the plural and masculine includes the feminine or neuter.
21. In the event the property is in a flood plain and flood insurance is required by Purchaser's lender, Purchaser shall pay for same.
22. If possession of the Premises is not delivered at closing, Seller shall deposit with Escrowee designated in paragraph 2 on the front of this Contract 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 7 on the front of this Contract, 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. 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 Buyer objects to the disposition of the possession escrow then the parties herein 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.

23. Rental parking space (30/month) to be guaranteed for at least 1 year. AR

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FOR DEPOSIT IN THE RECORDS OF THE CLERK OF THE COURT
IN THE COUNTY OF COOK, ILLINOIS
ON APRIL 11, 1900

APR 11 1900



Property of Cook County Clerk's Office