



NORTHWEST REAL ESTATE BOARD
REAL ESTATE SALES CONTRACT
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Offer Registration Number

Offer Presentation Number

Parties: (Print or Type) Purchaser, ANDREW J NIWIAROWSKI AND SARA F. NIWIAROWSKI agrees to purchase, and Seller, OWNER OF RECORD, agrees to sell and cause to be conveyed by

appropriate deed to Purchaser the property commonly known as: 1419 N. WICKER PARK CHICAGO IL 60622 (Address) (City) (State) (Zip)

together with all improvements and the following items of personal property for which NONE

98034350 Page 1 of 3

5214/0113 21 001 1998-01-13 16:41:11 Real Estate Board 47 50

1. Purchase Price: \$ 225,000. 2. Earnest Money Deposit: \$ 5,000. In the form of cash, check, or promissory note to be redeemed within 5 days after the date of acceptance, deposited with PALORAO REALTY, INC.

Said earnest money shall be returned and this contract shall be void if not accepted by Seller on or before [blank]. Earnest money shall be held in an escrow account by PALORAO REALTY, INC. (listing office) for the benefit of the parties hereto in an established escrow account in compliance with the law of the State of Illinois.

3. Payment: The balance of the purchase price shall be paid at the closing, plus or minus provisions, as follows: ALL IN CASH, CASHIER'S CHECK, CREDITED CHECK, CHECKS FROM LICENSED TITLE COMPANIES, OR ANY COMBINATION THEREOF.

4. Mortgage Contingency: This contract is contingent upon the Purchaser securing within 45 days of the acceptance hereof an unconditional (except for matters of title and/or survey) mortgage commitment (fixed rate, adjustable rate) on the real estate herein in the amount of \$ 225,000 with interest at not more than 8.5% per annum (plus private mortgage insurance, if applicable) to be amortized over [blank] years, payable monthly, and loan origination and/or service charge not to exceed 6% of the loan amount, plus loan processing fees, if any. Purchaser shall make application for said mortgage commitment within 10 days of acceptance. The Purchaser shall inform the Seller or the Seller's agent of where the Purchaser has applied for a mortgage commitment, and the Purchaser shall consent to the making of reasonable inquiries as to the status of said mortgage commitment.

PURCHASER SHALL MAKE EVERY REASONABLE EFFORT IN OBTAINING SUCH UNCONDITIONAL MORTGAGE COMMITMENT. If Purchaser does not obtain such commitment within said number of days, written notice must be given to Seller. Seller and/or Listing Broker may, within an equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and said commitment may be given by Seller as well as a third party. In such event, Purchaser shall furnish to Listing Broker all requested credit information and sign customary papers relating to the application and securing of such commitment.

After Purchaser has given written notice to Seller, that the Purchaser was unable to obtain such unconditional commitment, and neither Purchaser, Seller, or Broker secure such unconditional commitment as provided above, this contract shall be terminated and null and void, and all earnest money shall be returned to Purchaser, and Seller shall not be liable for any sales commission.

5. Deed: 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 in an estate), subject only to the following, if any: covenants, conditions and restrictions of record; public and utility easements; roads and highways; party wall rights and agreements; existing leases and tenancies; and subject only to real estate taxes not due and payable at the time of closing.

6. Lease(s): Seller represents and warrants that the existing lease(s) shall be assigned to Purchaser at closing, unless a shorter term lease(s) is to be delivered to the Purchaser within seven days after [blank] of this contract. The present monthly gross rental income is \$ [blank]. The Seller shall not enter into any new lease(s) nor shall the Seller renew any current lease(s) after the date of closing.

7. Closing: The time of closing shall be on OCT 10, 1997 or 10 days after notice that financing has been procured OR on that date, to which such time has been extended by reason of the terms and conditions herein becoming operative (whichever date is later). The closing shall take place at any of the following locations: at the office of the lender, or at the title company escrow closing office, or location situated geographically nearest the property, if any; or as may be mutually agreed by the parties, provided title is shown to be good or is acceptable by Purchaser.

8. Possession: Seller is to vacate, surrender and deliver possession of these premises (occupied by Seller) to Purchaser on or before [blank] days after closing. Seller shall pay Purchaser for [blank] days in advance the sum of \$ [blank] per day for use and occupancy commencing on the first day after closing up to and including the date possession is surrendered to Purchaser, or on a monthly basis, whichever is shorter. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered. In addition, in the event Seller does not vacate as agreed, the Seller shall pay Purchaser 2% of the sales price or \$1,000.00, whichever is greater, which sum shall be held from the net proceeds of the sale by [blank] in escrow as a form of receipt as liquidated damages. Possession escrow shall not at any time be considered as prepayment of Seller's use and occupancy of said premises, nor shall Escrowee be responsible for settlement of use and occupancy between the parties hereto. Escrowee shall have fulfilled his entire obligation under this agreement by disbursing the escrow funds in accordance with this agreement. This provision shall not apply to that portion of the premises occupied by Seller's tenants. Possession shall be deemed to have been delivered when the Seller has vacated the premises and delivered the keys to the premises to the Purchaser or to the holder of the possession.

9. Brokerage Fee: The Seller shall pay to the listing office, the Broker's fee in accordance with the listing agreement. CONTRACT SUBJECT TO INSPECTION AND APPROVAL OF 3RD FLOOR. THIS CONTRACT IS SUBJECT TO THE GENERAL PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF AND RIDER NUMBERS ATTACHED HERETO, WHICH ARE MADE A PART OF THIS CONTRACT.

Date of Contract Offer: 9/26/97 PURCHASER Andrew J Niwiarowski SARA F. NIWIAROWSKI PRINT NAME ANDREW J. NIWIAROWSKI SARA F. NIWIAROWSKI Purchaser's Address 1130 W. RUSSEL, CHICAGO 60657 Date of Contract Acceptance: Sept 5, 1997 SELLER Carolyn M Maher PRINT NAME CAROLYN N MAHER Seller's Address 1934 Bessie Chicago, Ill 60614

FOR INFORMATION ONLY AND NOT PART OF CONTRACT

Listing Agent's Name/Northwest ID # THOMAS TUCKER PALORAO REALTY INC 773-2482922 Selling Agent's Name/Northwest ID # Tom CTRIAN Mivan Realty, INC 773-545-0900 Listing Office Phone Nick Black 773-772-7666 Seller's Attorney Phone Purchaser's Attorney Phone

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10. **Attorney's Review:** It is further agreed between the parties that their respective attorneys may review and make modifications, other than price and dates, mutually acceptable to the parties. Approval will not be unreasonably withheld, and if within ~~three~~ business days after the acceptance date of this contract it becomes evident that 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 deposited earnest money shall be refunded to the Purchaser.

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.

The parties agree that during the above stated period the Seller's property will not be shown to prospective Purchasers unless conditions stipulated in any attached rider direct that the property remain on the market. However, additional offers may be presented to the Seller, at the Seller's option.

11. **Prorations:** Real estate taxes based upon 110% of the most recent ascertainable full year tax bill, rent, interest on existing mortgage, if any, water taxes and other proratable items shall be prorated to date of closing. Seller shall be responsible for full payment of any special assessments (confirmed or unconfirmed) currently outstanding against the property except as provided to the contrary in writing. If property herein is improved, but last available tax bill is on vacant land, parties hereto agree to prorate taxes when bill on improved property is available. Security deposits, if any, shall be paid to Purchaser at closing.

12. **Risk of Loss:** The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

13. **Title Insurance:** At least 10 days prior to closing date, Seller shall show to Purchaser or his agent evidence of merchantable title in the intended grantor 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 offer, 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 mortgage in recording mortgage or 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 other exceptions, 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.

14. **Notice:** All notices herein required shall be in writing and shall be served upon the parties at their addresses following their signatures or upon their attorneys at their business addresses. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient notice. Notices may also be served by personal delivery, 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.

15. **Mortgage Contingency:** In the event that the Purchaser has not obtained a mortgage commitment as provided in paragraph four of this contract and the Seller has not agreed to any extension (or any previous extensions have now expired), then the Seller or the Seller's agent may give notice of the mortgage contingency termination by giving notice to the Purchaser or Purchaser's agent that the time to obtain a mortgage has now expired and that the Seller has elected to terminate the contract. The contract shall be conclusively terminated upon the sending to the Purchaser or Purchaser's agent, a notice of said termination plus the tendering of earnest money or direction to the escrowee to return the earnest money to the Purchaser. After five business days, the contract shall be conclusively terminated and the Purchaser shall not make any attempts to enforce the terms of the contract or otherwise interfere with the Seller's attempt to sell the property to another Purchaser.

16. **Termination:** If this contract is terminated without Purchaser's fault, the earnest money shall be returned to Purchaser; but if the termination is caused by Purchaser's fault, then, at the option of the Seller, and upon notice to Purchaser, the earnest money shall be forfeited and applied first to payment of Broker's commission and any expenses incurred, and the balance paid to Seller. In the event that either party should default this contract, the other party may pursue any and all remedies provided by law.

In addition, upon the findings of a court of competent jurisdiction that one of the parties has breached the contract, the prevailing party may recover all costs and expenses and reasonable attorney's fees herein. The parties agree that the escrowee of all earnest money may deposit the escrow funds with the Clerk of the Circuit Court, and the parties hereto agree in indemnity and hold the escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs, and expenses arising out of such claims and demands, said amounts to be borne equally by both Seller and Purchaser.

17. **Building Code Violations:** 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 date of closing, Seller shall promptly notify Purchaser of such notice, at which time the Seller shall have the option of repairing all such building code violations at Seller's own cost, and if the Seller elects not to make such repairs, the Purchaser shall have three business days to cancel this contract, and, in the absence of such notice to cancel, this contract shall continue in full force and effect.

18. **Escrow Closing:** At the request of Seller or Purchaser evidenced by notice in writing to the other party at any time prior to the date for 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 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 to 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.

19. **Survey:** The Seller agrees to furnish a survey no more than six months old at the date of closing to be ordered by the Seller or by the Purchaser's lender, at Seller's cost, from a licensed surveyor showing the location of the buildings, fences, patios, sidewalks and driveways and all other improvements. In the event that said survey discloses encroachments, violations of covenants or other violations, the Seller may obtain title insurance over such matters.

20. **ALTA Statement:** 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.

21. **Legal Description:** Right is reserved by either party to insert correct legal description at any time, without notice, when same is available.

22. **RESPA Statement:** Purchaser and Seller agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Act of 1974, as amended.

23. **Revenue Stamp:** Seller shall pay the amount of any stamp tax imposed by State law (including county tax where applicable) on the transfer of title and shall furnish a completed Real Estate Tax Declaration signed by the Seller or Seller's agent in a form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois (not county tax where applicable) and meet other requirements as established by local ordinance with regard to a transfer or transaction tax.

Further, the Seller shall furnish any Water Certificate form required by any municipality to certify that the water taxes are paid on said property, and the Seller shall pay the applicable fee for the Certificate. Purchaser shall pay the amount of any stamp tax imposed by local ordinance; however, if such local ordinance specifically imposes the tax upon the Seller, then the Seller shall be responsible for such tax as required by local ordinance. Seller shall comply with all local ordinances regarding inspection of the property before the closing.

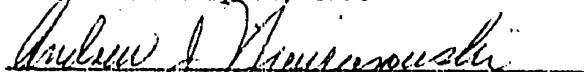
24. **Clean Condition:** Seller shall remove from premises by date of possession, all debris and Seller's personal property not conveyed by Bill of Sale to Purchaser. Seller agrees to surrender possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted. Purchaser reserves the right to inspect the premises within 72 hours prior to the closing.

25. **Flood Insurance:** Purchaser shall obtain flood insurance if the premises is located within a designated flood plain as determined by the National Flood Insurance Agency and is required by the Purchaser's lender.

26. **TIME IS OF THE ESSENCE OF THIS CONTRACT.**

The Purchaser, Andrew J. Niewiarowski, hereby certifies this to be a true and correct copy of the original hereof.

Dated: January 12, 1998


Andrew J. Niewiarowski, Purchaser

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LEGAL DESCRIPTION

LOT 28 IN BLOCK 6 IN D.S. LEE'S ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4, BEING IDENTICAL WITH LOTS 6, 7, & 15 OF ASSESSOR'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1419 N. WICKER PARK AVENUE, CHICAGO, ILLINOIS

PIN: 17-06-208-027-0000

Mail to: Dean Kalamatlanos
2824 W. Diversey Avenue
Chicago, Illinois 60647



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