

CHICAGO ASSOCIATION OF REALTORS® MLS  
REAL ESTATE SALE CONTRACT-APARTMENTS/INVESTMENTS



99419416

TO: Owner of Record SELLER

DATE: April 20, 1999

I/We offer to purchase the property known as 630 W. Erie, Chicago, IL 60657  
Lot approximately 25' X 125' 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 enumerate applicable  
items)

- |  |  |  |   |
|--|--|--|---|
| <input type="checkbox"/> TV Antenna      | <input type="checkbox"/> Washer/Dryer  | <input type="checkbox"/> Central Air Conditioner | <input type="checkbox"/> Electric Garage door |
| <input type="checkbox"/> Refrigerator    | <input type="checkbox"/> Sump Pump   | <input type="checkbox"/> Window Air Conditioner  | <input type="checkbox"/> Fireplace screen     |
| <input type="checkbox"/> Over/Flange     | <input type="checkbox"/> Water Softener  | <input type="checkbox"/> Electronic air filter   | <input type="checkbox"/> Fireplace gas log    |
| <input type="checkbox"/> Microwave       | <input type="checkbox"/> Carpeting   | <input type="checkbox"/> Ceiling fan             | <input type="checkbox"/> Firewood             |
| <input type="checkbox"/> Sink Disposal   | <input type="checkbox"/> Built-in or attached shelving   | <input type="checkbox"/> All planted vegetation  | <input type="checkbox"/> Attached book cases  |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Window shades, attached shutters, drapes, curtains, hardware, and other window treatments | <input type="checkbox"/> Radiator covers         |   |
| <input type="checkbox"/> Security system |  |  |   |

Other items included:

Items excluded:

- Purchase Price \$ 410,000.00
- Initial earnest money \$ 5,000.00 in the form of CHECK shall be held by Chicago Title & Trust Co. (Escrowee), to be increased to 10% after the completion of 10 Attorney Approval period. Said initial earnest money shall be returned and this contract shall be void if not accepted by Seller on or by April 21, 1999. If the earnest money is in excess of Five Thousand Dollars (\$5,000.00), the earnest money shall be deposited by Chicago Title & Trust Co. as escrowee, 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):

- Cash, Cashier's check or Certified Check or any combination thereof.
- Assumption of Existing Mortgage (See Rider 7, if applicable).
- Mortgage Contingency: This contract is contingent upon Purchaser securing adjustable rate mortgage permitted to be made by U.S. or Illinois savings and loan associations or banks, for \$ \_\_\_\_\_ the interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed \_\_\_\_\_ % 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 at 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 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, sign customary documents relating to the application and securing of such commitment, and pay an application fee as directed by Seller. If Purchaser notifies Seller as above provided, 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.

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

INITIALS:

DAN:   
SELLER

SANDRA:   
SELLER

APRIL:   
BUYER

99419416

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1999-04-30 16:32:16  
Cook County Recorder 67.50

DO NOT AT COUNTY'S RISK

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



PAUL STEVENS  
2106-12 N. CLARK  
CHICAGO, IL 60614

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(d) ~~Purchase Money Note and Trust Deed or Installment Agreement for Deed. Purchaser shall pay \$\_\_\_\_\_ (which sum includes earnest money) and the balance by (STRIKE THROUGH ONE); (Purchase 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 \_\_\_\_\_ with unlimited prepayment privilege without penalty. Payments into escrow for taxes and insurance shall also be made monthly, 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 George E. Cole Installment Agreement No. 74 shall be used, whichever may be applicable. If Seller requests a credit report, Purchaser shall deliver same to Seller within four days of such request; and, Seller may cancel the 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 in trust or 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 government taxes or assessments for improvement or 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 \$ TBD. General real estate taxes shall be prorated at 105% of the most recent ascertainable tax bill at closing.

5. Seller represents and warrants that: (a) existing leases, if any, expire no later than closing, and said existing leases have no option to renew, cancel or purchase; (b) the present monthly gross rent, if any, is \$ N/A.

6. Closing or escrow payout shall be on or about June 1, 1999 (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, at the office of Chicago Title & Trust Co. - Downtown Chicago Office.

7. Seller agrees to surrender possession of said premises at CLOSING, 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 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 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 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 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 HEREMETH AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A PART HEREOF NONE \_\_\_\_\_.

INITIALS:

DAN.  SELLER  
 SANDRA:  SELLER  
 BUYER

10. ~~DUAL AGENCY CONFIRMATION OF CONSENT. Then 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 Seller will be responsible for NO REAL ESTATE BROKERS COMMISSION WHATSOEVER. For Disclosure purposes only: Buyer is an Illinois Real Estate Licensee.

12. It is agreed by and between the parties hereto that their respective attorneys may make modifications to the Contract other than sales price, broker's compensation and dates, mutually acceptable to the parties. If within 7 Business days after acceptance of the Contract, it becomes 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 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 HEREIN, 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'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 the 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 HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

PURCHASER Armine Abouzeid ADDRESS 1827 N. Larabee  
Print Name Social Security # 130-5-583 City Chicago State IL Zip Code 60614

ACCEPTANCE OF CONTRACT BY SELLER

This 20 day of APRIL, 1999, I, \_\_\_\_\_, accept this contract and agree to perform and convey title or cause title to be conveyed according to the term(s) of this contract.

SELLER Sandra L. Lancaster ADDRESS Daniel J. Lancaster  
Print Name Social Security # \_\_\_\_\_ City Chicago State \_\_\_\_\_ Zip Code 60657

SELLER Daniel J. Lancaster ADDRESS 31485 NW Pumpkin Ridge Dr.  
Print Name Social Security # \_\_\_\_\_ City Corvallis State OR Zip Code 97113

FOR INFORMATIONAL PURPOSES:




Listing Office NONE-For Sale By Owner Address 1130 W. Briar  
Sellers Den & Sandra Lancaster Phone 603-647-5180

Buyer's Broker Coldwell Banker Stannmeyer Address \_\_\_\_\_  
Buyer's Designated Agent Paul G. Stevens Phone 312-771-2200

PROVISIONS

- Rent, interest on existing mortgage, if any, water, taxes and other items shall be prorated to date of closing. 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.
- The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.
- At least five day 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, 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 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 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.
- 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 serviced by personal delivery or commercial delivery service, by mail,ogram, 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, shall be paid to the Seller as Seller's sole remedy. If Seller defaults, the earnest money, at the option of the 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 object, 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 object to the intended disposition within the aforementioned thirty (3) 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 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 expense 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 they 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.~~
- ~~If this property is new construction, then Purchaser and Seller agree to comply with all insulation disclosure requirements as provided by the Federal Trade Commission, and Rider 13 is hereby attached.~~
- 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 and Seller shall correct any and all code violations previous to closing, or Seller shall provide purchaser with a price reduction for the necessary repairs of said violations.

INITIALS:

DAN  SANDRA  ANTOINETTE 

SELLER SELLER BUYER

- 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 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 due. The cost of the escrow shall be divided equally between Purchaser and Seller.
- 11. Within 14 business days after acceptance, 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 present location of all improvements and, said survey must be approved by purchaser, at purchaser's sole discretion, within 3 business days after receiving said survey. In the event the survey is not approved, written notice shall be given to the seller or the 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. 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. 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 those items set forth herein, and ALTA form if required by Purchaser's mortgagee or the Title Insurance Company for extended coverage.
- 13. Right is reserved with either party to insert correct legal description at any time, without notice, 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 1989, as amended.
- 17. Seller agrees to pay the transfer taxes for the State of Illinois and the County of Cook AND Buyer agrees to pay the transfer taxes for the City of Chicago
- 18. Seller shall remove from the premises by date of possession all debris and Seller's personal property not conveyed by a Bill of Sale to Purchaser and 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.
- 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 the same.
- 22. Certification of Zoning Compliance: Sellers, within 10 Business days, shall provide a Certification of Zoning Compliance as required by the City of Chicago Department of Zoning that the property is currently zoned R-5.
- 23. Seller will assist Buyer with any signatures Buyer needs in order for Buyer to begin the "Building Permit Process" with the City of Chicago. Said "Building Permit Process" shall begin before an actual closing takes place.

INITIALS:

DAN [Signature] SELLER

SANDRA [Signature] SELLER

[Signature] BUYER

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2-15/710  
000433966

DATE 4-14-91

ANTOINE ABOU-ZEID  
1627 N. LARRABEE  
CHICAGO, IL 60614

PAY TO THE ORDER OF Chicago Title & Trust Company \$ 5,000

Five thousand <sup>00</sup>/<sub>100</sub> DOLLARS

The Northern Trust Company  
Chicago, Illinois

Initial cannot verify 630w. 872 Chicago

MEMO Chicago Title

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2-151710  
9004339606

ANTOINE ABOU-ZEID  
1627 N. LARRABEE  
CHICAGO, IL 60614

DATE 4/28/99

PAY TO THE ORDER OF Chicago Title + Trust Comp \$ 36,000

Thirty Six thousand & no/100 DOLLARS

The Northern Trust Company  
Chicago, Illinois

Gen. Mgr. Glenn A. Abbott

MEMO Balance account money Chicago

⑆071000152⑆ 0004339606⑆ 1350⑆

39419416

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M A R I A P A P P A S C O O K C O U N T Y T R E A S U R E R  
04/26/99 Receipt : 9526//// Employee : JERRY Page : 1

P I N : 14-28-101-022-0000 Volume : 000486

Address : 630 W BRIAR PL/CHICAGO, IL 606574521

Name : LANCASTER SANDRA

Mailing : 630 W BRIAR PL/CHICAGO, IL 606574521

Legal Description :

Sub-Division Name : HITCHCOCK & WILSONS SUB E 1/2 LT 1

Legal : HITCHCOCK & WILSONS SUB OF THE E 1/2 OF LOT 1 OF BICKERDIKE & STE  
ELES SUB (SEE A) REC DATE: 05/01/1914 DOC NO: 05407679

ST-TN-RG BLOCK PT LOT  
28-40-14 0000040

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