

CHICAGO ASSOCIATION OF REALTORS/MLS
REAL ESTATE SALE CONTRACT

TO: OWNER of RECORDS SELLER: INVESTMENTS DATE: JULY 27 7-07-99



1 We offer to purchase the property known as 6148 N MOZART CHICAGO IL 60659
2 Lot approximately 33x124
3 **FIXTURES AND PERSONAL PROPERTY** Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical and plumbing systems together
4 with the following: (check or enumerate applicable items)
5 TV: Antenna _____ Washer _____
6 Refrigerator _____ Dryer _____
7 Oven/Range _____ Sump pump _____
8 Microwave _____ Water softener (if not rental) _____
9 Dishwasher _____ Wall to wall carpeting, if any _____
10 Garbage disposal _____ Built-in or attached shelving _____
11 Trash compactor _____ Smoke and Carbon monoxide detectors _____
12 Window shades, attached shutters, draperies & curtains, hardware & other window treatments _____
13 Security system, (if not leased) _____
14 Other items included: _____
15 Items excluded: _____

16 1. Purchase Price \$ 99,500
17 2. Initial earnest money \$ 3,000 in the form of BUSINESS CHECK shall be held by
18 hereof. Said initial earnest money shall be returned and this contract shall be null and void if Seller does not acceptance
19 within 3 days after acceptance
20 of the earnest money is an excess of Five thousand Dollars (\$5,000.00) the earnest money shall be deposited
21 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
22 establish a such escrow account and Purchaser shall assume all account 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 prorations, as follows (STRIKE THROUGH INAPPLICABLE)
24 SUBPARAGRAPHS:
25 (a) Cash Contingency check or Certified Check or any combination thereof
26 (b) Assumance of Existing Mortgage (See Rider 7 if applicable)
27 (c) Mortgage Contingency. This contract is contingent upon Purchaser securing by 8-07-99 (date) a written
28 commitment for a 7.75% mortgage, or an adjustable rate mortgage permitted to be made by U.S. or Illinois savings and loan associations or banks for
29 \$ 99,500 the interest rate for initial interest rate if an adjustable rate mortgage not to exceed 7.75% per annum, amortized
30 over 30 years, payable monthly, loan fee not to exceed _____
31 has a balloon payment, it shall be due no sooner than N/A years. Purchaser shall notify Seller in writing by the above date, if any, if said mortgage
32 lending institution. If Purchaser does not obtain such commitment, Purchaser shall notify Seller in writing by the above date, if any, if said mortgage
33 shall be conclusively presumed. This Purchaser has secured such commitment or will purchase said property without mortgage financing. If Seller is notified, it
34 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
35 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
36 information, sign customary documents relating to the application and securing of such commitment, and pay one application fee as directed by Seller. If
37 Purchaser notifies Seller as above provided, and neither Purchaser nor Seller secures such commitment as above provided, this contract shall be null and void
38 and all earnest money shall be returned to Purchaser and Seller shall not be liable for any sales commission.
39 If an FHA or VA mortgage is to be used, Rider 8 or 9 is hereby attached as applicable.
40 (d) Purchase Money Note and Trust Deed or Installment Agreement for Deed. Purchaser shall pay \$ _____ (which sum
41 includes earnest money) and the balance by (STRIKE THROUGH ONE): (Purchaser Money Note and Trust Deed) (Installment Agreement for Deed) in the
42 amount of \$ N/A with interest at the rate of _____ with unlimited prepayment privilege without penalty. Payments into
43 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
44 report, Purchaser shall deliver same to Seller within four days of such request; and, Seller may cancel this agreement within three days after receiving said
45 credit report if Seller believes said credit report is unsatisfactory.

46 4. At closing, Seller shall execute and deliver to Purchaser, to be executed and delivered to Purchaser, a recordable Warranty Deed with release of
47 homestead rights (or other appropriate deed if title is in trust or an estate) or Articles of Agreement for such a deed; if that portion of subparagraph 3(d) is
48 applicable, subject only to the following, if any: covenants, conditions, and restrictions of record; public utility easements; existing leases and tenancies;
49 special governmental taxes or assessments for improvements not yet completed; unconfirmed special governmental taxes or assessments; general real estate
50 taxes for the year 19 98; and subsequent years and the mortgage, or trust deed set forth in paragraph 3 and/or Rider 7. Seller represents that the 19 98
51 general real estate taxes are 7.75%. General real estate taxes shall be prorated at 10% of the most recent ascertainable tax bill at closing.
52 5. Seller represents and warrants that: (a) existing leases, if any, to be assigned to Purchaser at closing, none of which expire later than
53 income is N/A and said existing leases have no option to renew, cancel or purchase; (b) the present monthly gross rental
54 6. Closing or escrow payout shall be on or before 9-07-99 (except as provided in paragraph 3(c) above), provided title has
55 been shown to be good or is accepted by Purchaser, at the office of Purchaser's attorney or at 7-12-99
56 7. Seller agrees to surrender possession of said premises on or before 9-07-99, provided this sale has been closed.
57 (a) Use and Occupancy. At closing, Seller shall pay to Purchaser \$ _____ per day for use and occupancy, commencing the first day
58 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
59 made for use and occupancy beyond the date possession is surrendered.
60 (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
61 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
62 does not surrender possession as above, Seller shall pay in Purchaser in addition to the above use and occupancy, the sum of 10% of said possession escrow
63 to be paid out of escrow and the balance, if any, to be turned over to Seller and acceptance of payment by Purchaser shall not limit Purchaser's other legal
64 remedies. Seller and Purchaser hereby acknowledge that escrowee has the right to the disposition of the possession escrow without the joint-written direction of the Seller and
65 Purchaser or their authorized agent. If either Seller or Buyer objects to the filing of an action in the nature of an interpleader, the parties agree that escrowee
66 may deposit the possession escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an interpleader and do hereby agree
67 to indemnify and hold escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses.
68 8. PURCHASER ACKNOWLEDGES RECEIPT OF SELLER'S RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT, IF APPLICABLE.
69 9. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE AND THE FOLLOWING RIDERS ATTACHED
70 HERETO AND MADE A PART HEREOF N/A
71 10. DUAL AGENCY CONFIRMATION OF CONSENT: The undersigned confirm that they have previously consented to
72 (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically
73 consent to Licensee acting as a Dual Agent in regard to the transaction described herein.

74 THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT
75 ARE COPIES AND ARE NOT ORIGINAL SIGNATURES.
76 11. The Real Estate Brokers named below shall be compensated in accordance with their agreements with their clients and/or any offer of compensation made
77 by the Listing Broker in a multiple listing service in which the Listing and Cooperating Broker both participate.
78 12. It is agreed by and between the parties hereto that their respective attorneys may make modifications to the Contract other than a price, broker's
79 compensation and dates, mutually acceptable to the parties. If within 7 business days after acceptance of the Contract, it becomes evident agreement
80 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
81 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
82 both parties to escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED
83 WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.
84 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
85 condition of the property by the Purchaser or Purchaser's agent, at Purchaser's expense, within 7 business days from the date of acceptance of this
86 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
87 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
88 Purchaser within the time specified for approval, and thereupon, Seller's obligation to sell and Purchaser's obligation to purchase under this Contract shall
89 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
90 WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO; AND
91 THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

PURCHASER [Signature] ADDRESS 3947 W Division
First Name [Signature] (Social Security #) _____ (City) Chicago (State) IL (Zip Code) 60657
PURCHASER _____ ADDRESS _____
First Name _____ (Social Security #) _____ (City) _____ (State) _____ (Zip Code) _____
ACCEPTANCE OF CONTRACT BY SELLER
This 9 day of JULY, 1999 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 [Signature] ADDRESS _____
First Name _____ (Social Security #) _____ (City) _____ (State) _____ (Zip Code) _____
SELLER VICTOR MURPHY ADDRESS 936 Hinman
First Name _____ (Social Security #) _____ (City) _____ (State) _____ (Zip Code) _____

FOR INFORMATIONAL PURPOSES:
Listing Office _____ Address _____
Seller's Designated Agent Name _____ Phone _____
Cooperating Office NATIONAL BROTHERS REALTY Address 4058 N Milwaukee
Buyer's Designated Agent Name Rachel Velle Phone 773/762-9800

99725676

Purchaser requests delivery within 7 Business Days

7/31/99
DM



110 **11-NOTICES:** All notices or other communications which may be required or made under the terms of this Contract shall be in writing and shall be made to the parties
111 hereto at the addresses which appear after their names, or at such address or to such person as each may by written notice designate, by personal delivery, certified or
112 registered mail, or by facsimile transmission. In case of mailing, such notice shall be deemed to be given as of the date notice is placed in the United States mail, postage
113 paid.
114 For the purposes of Paragraph 8 and 9 of this contract, if written notice of disapproval is given within the time period specified, this contract shall be null and void and
115 the earnest money shall be returned to Purchaser. Notice of disapproval may be given by either party hereto or by their respective attorneys. If written notice of disapproval
116 is NOT given within the time period specified, this contingency shall be deemed waived and the contract shall remain in full force and effect.
117
118 **12-EXISTING LEASES:** Seller represents that the information contained on the Rent Roll Rider attached hereto concerning existing leases is complete and correct. Seller
119 agrees that all leases shall be assigned to Purchaser at closing and that unapplied security deposits, if any, shall be paid to Purchaser at closing. Seller agrees that it
120 shall not terminate any leases (other than for tenant's default) nor enter into any new leases (other than in the ordinary course of business) prior to closing without
121 Purchaser's prior consent, which consent shall not be unreasonably withheld. Security deposits, if any, together with contractual or statutory interest, if any, shall be paid
122 to Purchaser by Seller at closing.
123
124 **13-TITLE COMMITMENT:** (a) Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than five days prior to the time of closing, a title
125 commitment for an owner's title insurance policy issued by a title insurance company licensed to do business in the State of Illinois, in the amount of the purchase price,
126 covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (1) the conditions and stipulations and standard or general
127 exceptions contained in the owner's policy issued by that company, (2) the title exceptions set forth above, in Paragraph 4(a) & (b), and (3) title exceptions which may
128 be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed.
129 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
130 of this paragraph. Any title commitment furnished by the Seller hereunder shall be conclusive evidence of good title as therein shown, subject only to exceptions as therein
131 stated. As to all or any part of said real estate which, on the date of this contract, was registered in the Office of the Registrar of Titles of Cook County, the Seller shall
132 (1) tender the title commitment herein required, (2) deliver the Owner's duplicate certificate of title at closing, and (3) timely file all notices and take all necessary steps
133 to assure the deregistration of the real estate and recording of the deed at closing.
134 (b) If the title commitment discloses exceptions relating to title other than those referred to in Paragraph 13 (a), Seller shall have 30 days from the date of the delivery
135 to Purchaser thereof to have these exceptions removed from the commitment. If Seller fails to have these exceptions removed within such time, Purchaser may terminate
136 this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase
137 price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the
138 parties, and the earnest money shall be returned to the Purchaser.
139
140 **14-DEFAULT:** If the Purchaser defaults, earnest money shall be forfeited and applied to payment of broker's commission and any expenses incurred, and balance paid
141 to Seller. At Seller's election such forfeiture may be in full settlement of all damages. If Seller defaults, earnest money, at option of Purchaser shall be refunded to Purchaser,
142 but such refunding shall not release Seller from its obligations under this contract. In the event of a dispute as to who is entitled to the earnest money, the escrowee may
143 deposit the escrow funds with the Clerk of the Circuit Court. The parties agree to indemnify and hold the escrowee harmless from any and all claims and demands, including
144 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.
145
146 **15-SELLER REPRESENTATION:** Notwithstanding anything to the contrary contained in the contract, Seller represents that to the best of Seller's knowledge, all heating,
147 central cooling, ventilating, electrical and plumbing fixtures and systems on the real estate and all appliances to be transferred to Purchaser pursuant to this contract are
148 in working order and will be so at the time of closing.
149
150 **16-GENERAL CONDITIONS:** (a) If prior to closing, improvements on the real estate are destroyed or materially damaged by fire or other casualty, this contract at option
151 of Purchaser shall become null and void or Purchaser may elect to take an assignment of Seller's insurance proceeds.
152 (b) Prior to closing, Seller shall furnish at Seller's expense a survey dated not more than 6 months prior to contract acceptance prepared by a licensed land surveyor
153 showing the location of the improvements thereon (including fences separating the real estate from adjoining properties) and showing all encroachments, if any. If the
154 survey discloses improper location of improvements or encroachments and Seller is unable to obtain title insurance protection for the benefit of Purchaser against loss
155 resulting from such improper location or encroachment, Purchaser may, at Purchaser's option, declare this contract to be null and void. Providing all existing improvements
156 (including fences) and encroachments, if any, appear on the survey thus furnished, Purchaser shall bear the cost of any later date survey which may be required by
157 Purchaser's mortgagee or desired by Purchaser.
158 (c) Existing mortgage and lien indebtedness may be paid out of sale proceeds. Purchaser may place a mortgage on the real estate and apply proceeds on purchase.
159 (d) All of the items of personal property shall be transferred to Purchaser by delivery at closing of a customary Bill of Sale without warranty of merchantability or fitness
160 for particular purpose. Seller also shall furnish Purchaser an Affidavit of Title covering the time of closing, subject only to the title exceptions permitted by this contract
161 and shall sign customary ALTA forms.
162 (e) Purchaser acknowledges for the benefit of Seller and for the benefit of third parties that Purchaser has had complete access to the real estate, its improvements
163 and included personal property, as well as the public records related to the property, and is satisfied as to the physical and other condition of the real estate, improvements
164 and included personal property.
165 (f) Seller shall remove all debris from the real estate and improvements by date of possession subject to the rights of any tenants. Purchaser shall have the right
166 to inspect the real estate and improvements during the 48-hour period immediately prior to closing to verify that the real estate, improvements and included personal
167 property are in substantially the same condition, as of the date of Seller's acceptance of this contract, normal wear and tear excepted.
168 (g) The Seller warrants that neither Seller nor Seller's agent has received notice of any dwelling code violation which exists on the date of this contract from any city,
169 village, or other governmental authority.
170 (h) Seller and Purchaser shall execute all documents and provide all information so that any Federal Lender can issue its commitment and close the transaction in
171 accordance with the requirements of the Real Estate Settlement Procedures Act of 1974.
172 (i) Seller shall comply with the terms of any municipal ordinance relating to the transaction contemplated herein for the municipality in which the real estate is located
173 and shall provide to Purchaser at closing evidence of compliance with such ordinances. Transfer taxes required by local ordinance shall be paid by the party designated
174 in such ordinance. Seller shall pay any transfer tax imposed by state law.
175 (j) Any facsimile transmission of any documents relating to this contract shall be considered to have the same legal effect as the original document and shall be treated
176 in all manner and respects as the original document.
177 (k) Purchaser shall furnish flood insurance required by lender and shall pay any usual and customary processing costs or charges required by lender.
178 (l) Time is of the essence, provided that Seller and Purchaser may change any date or time limit set forth herein by a written agreement executed by Seller and
179 Purchaser or their authorized agents.
180 (m) This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980 and all amendments
181 thereto (the "Act"). Seller and Purchaser shall execute or cause to be executed all documents and take or cause to be taken all actions necessary in order that Purchaser
182 shall have no liability, either actual or potential under the Act.
183 (n) Seller agrees to provide the Internal Revenue Service with the Sale of Real Estate 1099 form as required by law.
184 (o) Captions are not intended to limit the terms contained after said caption and are not part of the Contract.
185
186 This contract is provided as a courtesy by the North Shore Board of REALTORS®, which assumes no responsibility for its legal sufficiency or contents.
187
188 6/98 #5032

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
SKOKIE OFFICE

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

1819/0026 09 006 Page 1 of 7
1999-07-30 16:00:43
Cook County Recorder 63.50

99725676

99725676 Page 2 of 7

UNOFFICIAL COPY

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
07/30/99 Receipt: 9513/3+ Employee: GARY Page: 1

P I N : 13-01-120-017-0000 Volume : 000316

Address : 6144 N MOZART/CHICAGO, IL 60659

Name : MURKIN VICTOR

Mailing : 6144 N MOZART ST/CHICAGO, IL 606592640

Legal Description :

Sub-Division Name : T J GRADY 5TH GRN BRIAR ADD RE BLKS 1-4

Legal : RESID OF BLKS 1 TO 4 IN T J GRADYS 5TH GREEN BRIAR ADD TO NORTH E
DREWSTER REC DATE: 07/16/1922 DOC NO: 07578829

ST-TN-RG BLOCK PW LOT
01-40-13 0000002 0000003

This information is furnished as a public accommodation. The office of county collector disclaims all liability or responsibility for any error or inaccuracy that may be contained herein.

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

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
SKOKIE OFFICE

99725676



UNOFFICIAL COPY

Jameson Realty Group

VACANT LOT

EXCLUSIVE LISTING AGREEMENT
COMMERCIAL/INVESTMENT PROPERTIES

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
SKOKIE OFFICE

TO: JAMESON REALTY GROUP
425 W. NORTH AVE., CHICAGO, IL 60610

In consideration of your efforts to secure a purchaser for the property commonly known as:

6148 N. MOZART
CHICAGO (VACANT LOT)
VICTOR MURESAN

(hereinafter called Seller), hereby gives Jameson Realty Group (hereinafter called Broker) the sole and exclusive right to sell, commencing on the date hereof through 9/31/97, 1997, the authority to offer for sale, to promote and advertise as Broker deems appropriate, to list with any appropriate cooperative listing services, to place for sale signs thereon where permitted by law, for a price of \$ 95,000 or on such other terms as Seller may agree to accept.

POSSESSION. Seller shall surrender possession and remove all debris and Seller's personal property not conveyed to Purchaser no later than CLOSING

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

DESIGNATED AGENT

Broker and Seller hereby agree that Ed Wilton, sales associate affiliated with Broker, is being named as Seller's exclusive designated legal agent under Seller's Exclusive Listing Agreement with Broker. Seller understands and agrees that the Seller's Designated Agent will be Seller's exclusive legal agent pursuant to the Exclusive Listing Agreement with Broker and Broker will be free to enter into agreements with prospective buyers as legal agents of those buyers. Seller also understands and agrees that neither Broker nor other sales associates affiliated with Broker will be acting as legal agents of the Seller.

SELLER AGREES

To cooperate fully with Broker and Seller's Designated Agent and refer all inquiries to Broker and Seller's Designated Agent, to allow inspection of property and entry at convenient times for the purpose of showing it to prospective purchasers, to conduct all negotiations through Broker, to pay Broker a commission or compensation in the amount of FIVE percent (5%) of the gross sales price, of which _____ (%) shall be making fee, in the event Broker produces a purchaser ready, willing and able to purchase the property on the terms herein provided; or if the property is sold, gifted, exchanged, optioned (and such option is exercised before or subsequent to termination of this agreement), a joint venture is contracted, or the property is exchanged through or as a result of Broker's service and efforts, or Seller's, or any other person or persons during the period of this agreement; or if the property is sold, gifted, optioned, joint ventured, or exchanged within _____ after termination of this agreement to any person to whom the property was submitted during the term of this agreement by Broker, or to anyone with whom Seller has dealt during the term of this agreement. The purchase price upon which the commission is calculated shall include all compensation paid for the real property and any and all personal property associated with the sale.

Broker will offer Buyers' Agent compensation in the amount of 2 1/2

425 West North Avenue
Chicago, Illinois 60610
312.751.0300
FAX 312.751.2808
http://www.jameson.com email:info@jameson.com

LW1

UNOFFICIAL COPY

If Broker's authority to sell is revoked or said property is withdrawn from the market during the period of Broker's authority to sell hereunder, Seller shall pay Broker upon such revocation or withdrawal, not as a penalty, but as liquidated damages, an amount equal to the commission payable on the full price listed above.

No amendment or alteration with respect to the amount of commission or time of payment of commission shall be valid or binding unless made in writing and signed by the parties hereto.

Broker's commission is to be paid at time of execution and delivery of deed, option, joint venture agreement, or installment agreement for deed, whichever occurs sooner, and Broker is authorized to deduct the commission and expenses from the earnest money deposit at such time.

In the event the property is leased during the term of this agreement, Seller agrees to pay Broker at the time a lease is executed a leasing commission of _____ plus expenses. In the event the property is purchased by the lessee, then in addition, the sales commission shall be paid to Broker as set forth above.

BROKER IS AUTHORIZED TO ACCEPT AN EARNEST MONEY DEPOSIT FROM PURCHASER. IF PURCHASER DEFAULTS AND SELLER DECLARES A FORFEITURE OF THE EARNEST MONEY, THE EARNEST MONEY SHALL BE APPLIED FIRST TO PAYMENT OF BROKER'S COMMISSION AND ANY EXPENSES INCURRED, AND THE BALANCE PAID TO SELLER, EXCEPT AS OTHERWISE STATED IN PARAGRAPH 10 OF THE PROVISIONS OF THIS AGREEMENT.

IT IS ILLEGAL FOR EITHER THE OWNER OR THE BROKER TO REFUSE TO DISPLAY TO OR TO SELL TO ANY PERSON BECAUSE OF THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, FAMILIAL STATUS, HANDICAP, MILITARY STATUS, OR SEXUAL ORIENTATION. SELLER AND BROKER ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF LOCAL HUMAN RIGHTS OR FAIR HOUSING ORDINANCES IF ANY AND AGREE TO COMPLY WITH SAME.

ADDITIONAL TERMS OR INFORMATION. Seller hereby represents the following information to be true and correct:

- a) Real Estate Tax for 19 75 is \$ 900 (Apr)
- b) The lot size is approximately 33x124
- c) Is there a Right of First Refusal? Y/N
- d) Title info: Land Trust Y/N

**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
SKOKIE OFFICE**

ADDITIONAL PROVISIONS

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

1. Broker agrees to take prospective buyers to the property; to cooperate with other real estate brokers; and to market the property. Seller acknowledges that Broker shall not be responsible for management, maintenance, repair, upkeep or operation of the property. Broker is hereby granted the right to place a For Sale sign on the property.
2. Any dispute, controversy or claim arising out of or relating to this Exclusive Listing Agreement, or any breach thereof by either party, shall be resolved by arbitration in accordance with the Code of Ethics and Arbitration Manual of the National Association of REALTORS, as amended from time to time, through the facility of the Chicago Association of REALTORS. The parties agree to be bound by any award rendered by any professional standards arbitration hearing panel of the Chicago Association of Realtors and further agree that judgment upon any award rendered by a professional standards arbitration hearing panel of the Chicago Association of Realtors may be entered in any court having jurisdiction thereof. The parties agree to execute any arbitration agreements and documents as may be required by the Chicago Association of Realtors to facilitate any arbitration.
3. Seller shall comply with the Real Estate Settlement Procedures Act of 1974, if applicable, and furnish all information required for compliance therewith.
4. Prior to closing, Seller shall furnish a survey by a licensed land surveyor dated not more than six (6) months prior to date of acceptance of Real Estate Sale Contract, showing the present location of all improvements. If Purchaser or Purchaser's mortgagee desires a more recent or extensive survey, same shall be obtained at Purchaser's expense.
5. Seller shall furnish an owner's title insurance policy in the amount of the purchase price or a Torrens Certificate of Title showing good and merchantable title, and execute and deliver, or cause to be executed and delivered to Purchaser a proper instrument of conveyance.

LOT

UNOFFICIAL COPY

- 6. Seller hereby indemnifies and holds Broker and Broker's agents harmless from any and all claims, disputes, litigation, judgments, costs and legal fees for the defense of same, including reasonable attorney fees and costs, arising from misrepresentations by the Seller or other incorrect information supplied by the Seller to Broker or any third party.
- 7. Where applicable, the singular form shall include the plural, and the masculine form shall include the feminine and neuter.
- 8. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
- 9. Seller warrants his authority to execute this agreement and to deal with and on behalf of the said property as herein provided.
- 10. If a dispute arises between Seller and Purchaser as to whether a default has occurred, Broker shall hold the earnest money and pay it out, as agreed in writing by Seller and Purchaser or as directed by a court of competent jurisdiction. In the event of such dispute Seller agrees that Broker may deposit the funds with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. The Seller agrees that Broker may be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and hereby agrees to indemnify and hold Broker 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. If Seller defaults, earnest money, at option of Purchaser, and upon written direction by Seller and Purchaser or as directed by a Court of competent jurisdiction, shall be refunded to Purchaser, but such refunding shall not release Seller from the obligation of this agreement.
- 11. Seller understands and agrees that Broker may from time to time represent or assist other sellers who may be interested in selling property to buyers with whom Broker has a buyer agency contract or with whom Broker is working as a customer. The Seller consents to Broker's representation of such other sellers before, during and after the expiration of this Exclusive Listing Agreement and expressly waives any claims, including but not limited to, breach of fiduciary duty or breach of contract, based solely upon Broker's representation of or assistance to other sellers who may be interested in selling property to buyers with whom Broker has a buyer agency contract or with whom Broker is working as a customer.
- 12. If applicable, Seller agrees to comply with the Residential Real Property Disclosure Act.

DATED: 7/2/99

**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
SKOKIE OFFICE**

[Signature]
SELLER VICTOR MURBAN

JAMESON REALTY GROUP, Broker

SELLER _____

By: *[Signature]*



MR. MICHAEL POULOS
ATTORNEY
1724 SHERMAN
EVANSTON, IL 60201