

**UNOFFICIAL COPY**

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Cook County Recorder 55.50

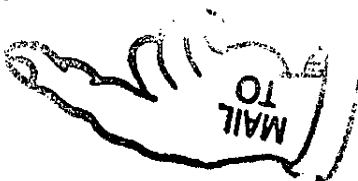


99283740

Property of Cook County Clerk's Office

**AFFIDAVIT OF INTEREST**

PREPARE BY AND MAIL TO:  
Brown, Udell & Pomerantz, Ltd.  
2950 N. Lincoln Avenue  
Chicago, Illinois 60657  
(773) 472-0565



State of Illinois )  
 )ss  
County of Cook )

**AFFIDAVIT OF INTEREST**

NOW COMES Robert Bronisz, and first being duly sworn upon oath deposes and states as follows:

1. He is the Purchaser under a certain Real Estate Contract dated January 6, 1999, for the purchase of property commonly known as 939-945 N. California, Chicago, Illinois, and legally described as follows:

LOTS 12, 13 AND 14 IN BLOCK 2 IN TAYLOR AND CANDA'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N. 16-01-416-009-0000 and 16-01-416-010-0000 & 16-01-416-011-0000 (hereinafter "Property").

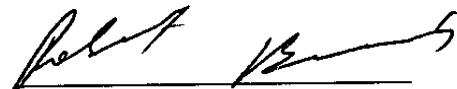
2. Said Real Estate Contract was accepted by Jan Purta on February 26, 1999.

3. At no time prior to February 26, 1999, or at any time subsequent thereto, did Purchaser receive any registered or certified notification of disapproval of said Contract.

4. Further, Purchaser and Seller executed a Bill of Sale on February 2, 1999 and Purchaser then tendered \$28,000.00 (\$22,000.00 in cash and \$6,000.00 by personal check) for the purchase of certain equipment/machines located on the premises.

5. Purchaser claims a right and interest in the property and equipment identified herein.

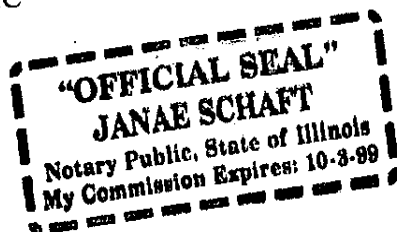
IN WITNESS WHEREOF, affiants set their hand and seal to this affidavit on this 23rd day of MARCH, 1999.

  
Robert Bronisz

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS 23rd  
DAY OF MARCH, 1999.

  
NOTARY PUBLIC

MAIL TO:  
Prepared By: Daniel C. McCabe  
Brown, Udell & Pomerantz, Ltd.  
2950 N. Lincoln Avenue  
Chicago, Illinois 60657





# UNOFFICIAL COPY

WHEN EXECUTED BY ALL PARTIES THIS WILL BECOME A LEGALLY BINDING AND ENFORCEABLE CONTRACT

TO: OWNER DERRETORA DATE: January 6, 1999

OFFER OF PURCHASER: I/We (Purchaser) offer to purchase the real estate known as:  
939 N. California Chicago Cook IL  
Street City County State Zip

Legally described on exhibit A, if any. Lot size approximately: As per Survey  
Together with improvements thereon.

**INCLUSIONS:** The following shall be included: personal property, if any, located on the real estate as of the date hereof, for which a bill of sale will be given: screens, storm windows and doors, shades, window blinds, drapery rods, curtain rods, radiator covers; attached TV antennas; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving, interior shutters, cabinets and bookcases; awnings; porch shades; planted vegetation; garage door openers and transmitters; attached fireplace screens, smoke detectors; as well as the following specific items: All Personal Property now located in the Property

**EXCLUSIONS:** The following shall be excluded: None

**1-PRICE:** Purchase Price: \$ 110,000.00 Initial earnest money \$ 11,000.00 in the form of cash check dated January 7, 1999 payable to 939 N. California Chicago Cook IL Upon acceptance of this offer, said check shall be properly endorsed by payee and deposited by the party designated in Paragraph 2. The earnest money shall be increased to 16% (20%) if an improvement or purchase price within 10 days after Seller's acceptance hereof. Said initial earnest money shall be returned, and this offer shall be void, if not accepted on or before January 11, 1999.

**2-FINANCING:** This contract is contingent upon the ability of Purchaser to secure within 30 days after Seller's acceptance, a commitment for a loan evidenced by a note to be secured by a mortgage or deed on the real estate in the amount of \$ 150,000.00 or such lesser amount as Purchaser shall accept, with a fixed interest rate not to exceed 6.5 % or an adjustable rate loan with initial interest rate not to exceed 6.5 %, adjustment cap not to exceed 0 % and lifetime cap not to exceed 10 %, said loan to be amortized over a minimum of 30 years, with a loan service charge not to exceed 20 % or other financing as provided in Finance Rider.

If Purchaser makes a good faith effort but is unable to obtain a commitment for the mortgage loan contemplated herein, Purchaser shall so notify Seller in writing within the time specified in Paragraph 2. ~~IF SELLER IS NOT SO NOTIFIED WITHIN SUCH TIME PERIOD, PURCHASER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR BASED UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED.~~ If Seller is so notified, Seller may, at Seller's option, within 10 additional days after said notice, elect to accept purchase money financing or to secure a mortgage commitment on behalf of Purchaser upon substantially the same terms for the mortgage loan contemplated herein with such other, material terms and conditions for comparable loans established by any lending institution with a principal office in the Chicago metropolitan area having assets of at least one billion dollars. If Seller is so notified, Purchaser agrees to furnish to Seller all requested credit and financial information and to sign customary papers relating to the application for securing of a mortgage commitment. If Seller is thereafter unable or unwilling to secure such commitment or to accept purchase money financing as herein provided, this contract shall be null and void and the earnest money shall be returned to Purchaser. ~~SHOULD PURCHASER RECEIVE A MORTGAGE COMMITMENT CONDITIONED UPON SALE OF EXISTING PROPERTY, WILL SAID COMMITMENT SATISFY THE TERMS OF THE MORTGAGE CONTINGENCY PROVISION HEREIN? YES NO~~ (Check one)

**3-PAYMENT METHODS:** The Purchase Price shall be paid, subject to prorations, all in cash, by cashier's check or certified check at closing.

**4-CLOSING:** (a) Closing or escrow payout shall be on March 3, 1999 provided title conforms with this contract or has been accepted by Purchaser, by conveyance by stamped recordable warranty deed with release of Homestead rights (or other appropriate deed if title is in trust or in an estate), and payment of purchase price.  
(b) Title shall be conveyed at the time required by this contract, subject only to General taxes for 1999 and subsequent years; special taxes or assessments, if any, for improvements not yet completed; installments, if any; not due at the date of recording; special tax assessments for improvements not yet completed; building times and building and liquor restrictions of record, zoning and building laws and ordinances; public and utility easements; covenants and restrictions of record; and occupancy, party wall rights and agreements, if any, existing leases and tenancies in real estate. Multiple units, the mortgage or trust deed, if any, as described in Paragraph 2 above; acts done or suffered by or through the Purchaser.  
(c) This sale shall be closed at office of Purchaser's mortgage or, if none, at office of listing broker, or as specified below: INTERCOUNTY TITLE OFFICE  
(Name) (Address)  
or, at request of either party, in escrow with the title company issuing the title commitment, deed and money escrow, to be divided between Seller and Purchaser.  
(d) Seller will pay a broker's commission as provided in the Exclusive Right to Sell or other written listing agreement.

**5-PRORATIONS:** Real Estate taxes (based on 2.5 % of most recent ascertainable taxes); a significant insurance policies, if requested by Purchaser; rents, if any; water taxes and other proratable items including flood hazard insurance shall be prorated to date of possession. Parties hereto agree to re-prorate when any real estate tax bill is available.

**6-POSSESSION:** Possession shall be delivered on Closing provided sale has been closed. \$ 11,000.00 of the purchase price is to be held in escrow by Buyer's Attorney as security for Purchaser for possession, to be paid to the Purchaser at the rate of \$ 300.00 per day for each day possession is withheld beyond said date. Possession shall be deemed given when Seller has vacated the premises and delivered the keys to the Purchaser or to the Broker(s). Any balance in said escrow fund after possession is delivered shall be paid to Seller. Retention of possession by Seller does not create a landlord-tenant relationship for the purpose of notice.

**7-EARNEST MONEY:** Earnest money and this contract shall be held by Seller's Attorney for the benefit of the parties hereto. Purchaser agrees that said earnest money is to be held in a federally insured money market deposit account at a banking institution designated by the Listing Broker. All interest earned on the earnest money is to accrue to Purchaser and is to be paid to Purchaser at the time of closing or upon termination of this contract.

**8-ATTORNEY APPROVAL:** This contract is contingent upon the approval hereof as to form by the attorneys of Purchaser and Seller within 10 days after Seller's acceptance of this contract. Notices shall be given pursuant to Paragraph 14 on the reverse side hereof.

**9-INSPECTION:** This contract is contingent upon approval by Purchaser of the condition of the real estate as evidenced by an inspection conducted at Purchaser's expense and by a contractor selected by Purchaser, within 10 days after Seller's acceptance of this contract. Purchaser shall indemnify Seller from and against any loss or damage to the real estate caused by the acts or negligence of Purchaser or the person performing such inspection. Notices shall be given pursuant to Paragraph 14 on the reverse side hereof.

**10-LEAD BASED PAINT TESTING CONTINGENCY:** This contract is contingent upon an inspection or risk assessment of the property for the presence of lead based paint and/or lead-based hazards. This inspection/assessment shall be conducted by an inspector/contractor licensed as required by law at Purchaser's expense within 10 calendar days of acceptance of this contract by Seller. This contingency shall be deemed waived unless Purchaser delivers to Seller written notice of specific existing deficiencies, together with a copy of the inspection and/or risk assessment report. Seller may, at Seller's option, within 2 days after delivery of said notice from Purchaser, elect to correct or NOT correct the deficiencies prior to closing and shall give written notice of such election to Purchaser. If Seller elects to correct the deficiencies, Seller shall furnish to Purchaser prior to closing certification that such deficiencies have been corrected. If Seller elects NOT to correct such deficiencies, Purchaser, at Purchaser's option and upon notice to Seller within 2 days after delivery of Seller's election not to correct, may declare this contract void or may elect to purchase property subject to the deficiencies. Purchaser may remove this contingency at any time without cause.

The terms of the Rider(s) consisting of 6 pages attached hereto is made a part hereof.

Purchaser acknowledges receipt of a completed Seller Disclosure form on January 6, 1999 at 11:45 A.M.

PURCHASER'S NAME (Type or Print): 939 N. California LLC a to be formed Illinois LLC SSN: \_\_\_\_\_

By: Robert Bronisz Address: 1259 N. Wood Street # 208 Chicago, IL 60622

PURCHASER: Robert Bronisz Manager - Agent

ACCEPTANCE OF OFFER BY SELLER: ADVANCE'S LAWYER - Glenn L. Boden 773-472-0525 3150 W. Lincoln Ave Chicago, IL 60657

This 6th day of February 19 99 at 11:45 A.M. we accept this offer and agree to perform and convey according to the terms of this contract.

SELLER'S NAME (Type or Print): Jan Pura SSN: 35538764

SELLER: Jan Pura Address: \_\_\_\_\_

SELLER: SELLER'S ATTY: JOHN GRANAS (773) 794-0044 FAX 207-8740

rescont. 5/97 #5000 3440 N. California Chicago, IL 60641 (North Shore) Board of REALTORS®

THE PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF ARE AN INTEGRAL PART OF THIS CONTRACT.



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109 11-TITLE COMMITMENT: (a) Seller shall either cause to be delivered to Purchaser or Purchaser's agent, not less than five days prior  
110 to the time of closing, a title commitment for a lower state insurance policy issued by the insurance company licensed to do business  
111 in the State of Illinois, in the amount of the purchase price covering title to the real estate on or after the date hereof, showing title in the  
112 intended grantor subject only to (1) the conditions and stipulations and standard or general exceptions contained in the owner's policy issued  
113 by that company, (2) the title exceptions set forth above, in Paragraph 4 (a) & (b), and (3) title exceptions which may be removed by the payment  
114 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.  
115 Delay in delivery by Seller of Commitment for Title Insurance due to delay by Purchaser's mortgagee in recording mortgage and bringing  
116 down title shall not be a default of this paragraph. Any title commitment furnished by the Seller hereunder shall be conclusive evidence of  
117 good title as therein shown, subject only to exceptions as therein stated. As to all or any part of said real estate which, on the date of this  
118 contract, was registered in the Office of the Registrar of Titles of Cook County, the Seller shall (1) tender the title commitment herein required,  
119 (2) deliver the Owner's duplicate certificate of title at closing, and (3) timely file all notices and take all necessary steps to assure the  
120 deregistration of the real estate and recording of the deed at closing.

121 (b) If the title commitment discloses exceptions relating to title other than those referred to in Paragraph 11 (a), Seller shall have 30 days  
122 from the date of the delivery to Purchaser thereof to have these exceptions removed from the commitment. If Seller fails to have these  
123 exceptions removed within such time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the  
124 expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite  
125 or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties, and  
126 the earnest money shall be returned to the Purchaser.

127  
128 12-DEFAULT: If the Purchaser defaults, earnest money shall be forfeited and applied to payment of broker's commission and any expenses  
129 incurred, and balance paid to Seller. At Seller's election such forfeiture may be in full settlement of all damages. If Seller defaults, earnest  
130 money, at option of Purchaser, shall be refunded to Purchaser, but such refunding shall not release Seller from its obligations under this  
131 contract. In the event of a dispute as to who is entitled to the earnest money, the escrowee may deposit the escrow funds with the Clerk of  
132 the Circuit Court. The parties agree to indemnify and hold the escrowee harmless from any and all claims and demands, including the  
133 payment of reasonable attorney's fees, costs, and expenses arising out of such claims and demands, said amounts to be borne equally by  
134 both seller and purchaser. *AS SELLER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS CONTRACT*

135  
136 13-SELLER REPRESENTATION: Notwithstanding anything to the contrary contained in this contract, Seller represents that to the best of  
137 Seller's knowledge, all heating, central cooling, ventilating, electrical and plumbing fixtures and systems on the real estate and all appliances  
138 to be transferred to Purchaser pursuant to this contract are in working order and will be so at the time of closing. *SELLER'S KNOWLEDGE*

139 *NOTICES NOT TO BE MADE TO THESE ADDRESSES OR TO ANY OTHER ADDRESSES*  
140 14-NOTICES: All notices or other communications which may be required or made under the terms of this Contract shall be in writing and  
141 shall be made to the parties hereto at the addresses which appear after their names, or at such address or to such person as each may by  
142 written notice to the other designate, by personal delivery, certified or registered mail, or by facsimile transmission. In case of mailing, such  
143 notice shall be deemed to be given as of the date notice is placed in the United States mail, postage paid.

144 For the purposes of Paragraphs 8 and 9 of this contract, if written notice of disapproval is given within the time period specified, this contract  
145 shall be null and void and the earnest money shall be returned to Purchaser. Notice of disapproval may be given by either party hereto or  
146 by their respective attorneys. If written notice of disapproval is NOT given within the time period specified, this contingency shall be deemed  
147 waived and the contract shall remain in full force and effect. *Notice via facsimile is accepted*

148  
149 15-GENERAL CONDITIONS: (a) If prior to closing, improvements on the real estate are destroyed or materially damaged by fire or other  
150 casualty, this contract at option of Purchaser shall become null and void or Purchaser may elect to take an assignment of Seller's insurance  
151 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 by a licensed  
153 land surveyor showing the location of the improvements thereon (including fences separating the real estate from adjoining properties) and  
154 showing all encroachments, if any. If the survey discloses improper location of improvements or encroachments and Seller is unable to obtain  
155 title insurance protection for the benefit of Purchaser against loss resulting from such improper location or encroachment, Purchaser may,  
156 at his option, declare this contract to be null and void. Providing all existing improvements (including fences) and encroachments, if any,  
157 appear on the survey thus furnished, Purchaser shall bear the cost of any later date survey which may be required by Purchaser's mortgagee  
158 or desired by Purchaser.

159 (c) Existing mortgage and lien indebtedness may be paid out of sale proceeds. Purchaser may place a mortgage on the real estate and  
160 apply proceeds on purchase.

161 (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  
162 of merchantability or fitness for particular purpose. Seller also shall furnish Purchaser an Affidavit of Title covering the time of closing, subject  
163 only to the title exceptions permitted by this contract and shall sign customary ALTA forms.

164 (e) Purchaser acknowledges for the benefit of Seller and for the benefit of third parties that Purchaser has had complete access to the real  
165 estate, its improvements and included personal property, as well as the public records related to the property, and is satisfied as to the physical  
166 and other condition of the real estate, improvements and included personal property.

167 (f) Seller shall remove all debris from the real estate and improvements by date of possession. Purchaser shall have the right to inspect  
168 the real estate and improvements during the 48-hour period immediately prior to closing to verify that the real estate, improvements and  
169 included personal property are in substantially the same condition, as of the date of Seller's acceptance of this contract, normal wear and  
170 tear excepted.

171 (g) The Seller warrants that neither Seller nor Seller's agent has received notice of any dwelling code violation which exists on the date  
172 of this contract from any city, village, or other governmental authority.

173 (h) Seller and Purchaser shall execute all documents and provide all information so that any Federal Lender can issue its commitment and  
174 close the transaction in accordance with the requirements of the Real Estate Settlement Procedures Act of 1974.

175 (i) Seller shall comply with the terms of any municipal ordinance relating to the transaction contemplated herein for the municipality in which  
176 the real estate is located and shall provide to Purchaser at closing evidence of compliance with such ordinances. Transfer taxes required  
177 by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax imposed by state law.

178 (j) Any facsimile transmission of any documents relating to this contract shall be considered to have the same legal effect as the original  
179 document and shall be treated in all manner and respects as the original document.

180 (k) Purchaser shall furnish flood insurance required by lender and shall pay any usual and customary processing costs or charges required  
181 by lender.

182 (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  
183 executed by Seller and Purchaser or their authorized agents.

184 (m) This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax  
185 Act of 1980 and all amendments thereto (the "Act"). Seller and Purchaser shall execute or cause to be executed all documents and take  
186 or cause to be taken all actions necessary in order that Purchaser shall have no liability, either actual or potential under the Act.

187 (n) Seller agrees to provide the Internal Revenue Service with the Sale of Real Estate 1099 form as required by law.

188 (o) Captions are not intended to limit the terms contained after said caption and are not part of the Contract.

This contract is provided as a courtesy by the North Shore Board of Realtors®, which assumes no responsibility for its legal sufficiency or contents.

