

# UNOFFICIAL COPY

Form #20

0 8 6 0 5 5 6 2

Certificate No. 843791 Document No. 3605562TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached  
on the Certificate 843791 indicated affecting the  
following described premises, to-wit:

LOT 6 BLOCK 1 IN HAROLD RESKIN ADDITION TO PALATINE, IN THE NORTHEAST  $\frac{1}{4}$  OF THE  
SOUTHEAST  $\frac{1}{4}$  OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF  
REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS,  
ON JULY 12, 1955, AS DOCUMENT NO. 1606941, IN COOK COUNTY, ILLINOIS.

P.I.N. 02-14-401-017

C/KIA: 619 MacArthur Ct.

PALATINE, IL 60067

3605562

Section 14 Township 42 North, Range 10 East of the  
Third Principal Meridian, Cook County, Illinois.

GREATER ILLINOIS TITLE COMPANY  
One North LaSalle St. Suite 1230  
Chicago, Illinois 60602

CHICAGO, ILLINOIS APR 16, 1987

3605562



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TO: Dana Rotundo (SELLER) DATE: 1-13-87

1. OFFER TO PURCHASE: 1/2s Kevin L. & Denise L. Larson (Purchaser's address) 1186 C Apple Lane, Palatine, IL 60074

offer to purchase the property commonly known as: 619 MacArthur Street, Palatine, Cook, Illinois

Lot approximately 64X164X108X120. The parties reserve the right to attach the legal description at a later date, together with improvements thereon including ventilating and central air conditioning equipment if on premises; heating, lighting and plumbing fixtures; cabinets; planted vegetation.

2. PERSONAL PROPERTY: The following is the personal property which is now located on the premises and for which a Bill of Sale is to be given at the closing. STRIKE INAPPLICABLE ITEM(S): signs, storm windows and doors as exist, drapery rods; curtain rods; attached TV antenna; water-ejector garage door receiver (opener) and transmitter(s); ceiling fans in eating area, storm & screen doors in kitchen to be replaced, & broken glass in windows to be replaced

3. TIME FOR ACCEPTANCE: This offer shall be null and void if not accepted by Seller upon presentation, and in such event, all earnest monies deposited shall immediately be returned to Purchaser.

4. PURCHASE PRICE: The purchase price is \$76,000.00

5. EARNEST MONEY: Purchaser has paid earnest money in the amount of \$4,000.00. The initial \$4,000.00 by cash or check and \$ by the form of a promissory note to be redeemed within days of acceptance hereof.

Earnest money and this contract shall be held by Century 21 Village Square REALTOR, as Escrowee, for the benefit of the parties hereon. If Purchaser defaults, earnest money shall be forfeited to Seller's option, such forfeiture may be in full settlement of all damages. If Seller defaults, earnest money, at the option of the Purchaser, shall be returned to Purchaser, but, such refunding shall not release Seller from the obligation of this Contract, nor from the obligation to pay a REALTOR'S commission. If a dispute arises between the Seller and the Purchaser as to whether a default has occurred, REALTOR shall hold the earnest money and pay it out as agreed in writing by Seller and Purchaser. In the event that agreement cannot be reached by Seller and Purchaser within thirty (30) days after written notice to REALTOR that such a dispute has arisen, the parties hereto agree that the REALTOR may deposit the funds with the clerk of the Circuit Court and the parties hereto agree to indemnify and hold the REALTOR 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.

6. PAYMENT OF THE PURCHASE PRICE: The payment of the purchase price, subject to applicable prorations, including earnest money, shall be paid as follows (strike subparagraphs not applicable): (a) All in cash, cashier's check or certified check

(b) The acceptance of the title to the real estate encumbered by a mortgage (trust deed) of record securing a principal indebtedness which the Purchaser does agree to assume aggregating approximately \$ bearing interest at the rate of % a year, and the payment of a sum in the form of cash, a cashier's check or certified check, between the amount due on the indebtedness at the time of closing and the balance of the purchase price. The parties agree to sign mortgage assumption documents as required by the legal holder of the note, with the assumption expense to be paid by the Purchaser

(c) The acceptance of the title to the real estate subject to a mortgage or trust deed of record securing a principal indebtedness which purchaser agrees to pay, aggregating approximately \$ bearing interest at the rate of % per year and the payment of a sum in the form of cash, cashier's check or certified check, which represents the difference between the amount due on the indebtedness at the time of closing and the purchase price. The Purchaser agrees to sign a document in a form satisfactory to the Seller, which indemnifies Seller from any liability with respect to the said mortgage or trust deed which may result from any act of Purchaser.

(d) If the FHA mortgage insurance premium has been prepaid on the existing mortgage, in (b) or (c) above, then the Seller shall receive from Purchaser a prepaid credit for prepaid premium based upon a thirty-six (36) month straight line proration, in the amount of approximately \$

7. MORTGAGE COMMITMENT: (Strike paragraph if inapplicable) This Contract is subject to the condition that Purchaser be able to procure by March 9, 1987 a firm commitment for a FHA-fixed rate type loan to be secured by a mortgage or trust deed on the real estate in the amount of \$72,750.00 or such lesser sum as Purchaser accepts, with interest not to exceed 9% a year plus private mortgage insurance, if required, to be amortized over 30 years, the service charge for such loan not to exceed 1%. If, after making every reasonable effort, Purchaser is unable to procure such commitment within the time specified herein and so notified Seller in writing thereof within that time, this contract shall become null and void and all earnest money shall be returned to Purchaser; provided that if Seller or Purchaser, at Seller's option within thirty (30) days following Purchaser's notice, procures for Purchaser such a commitment or notifies Purchaser that Seller will accept a purchase money mortgage upon the same terms, the Contract shall remain in full force and effect. In such event, Purchaser shall furnish to Seller all requested credit and other requested information and shall sign customary documents relating to the mortgage application and the securing of a mortgage commitment and such other documents that may be necessary to allow Seller to proceed. If Seller is not so notified by Purchaser, Purchaser shall be deemed to have secured such commitment or agreed to purchase the property without such mortgage financing.

8. TIME AND PLACE OF CLOSING: (a) closing or escrow pay out, shall be on March 23, 1987 or a such time as mutually agreed to in writing provided title has been shown good and merchantable or accepted by Purchaser, by conveyance by stamped recordable warranty deed with release of dower and non-estate rights (or other appropriate deed, if title is in trust or in an estate) and payment of the purchase price, including earnest money, and delivery of purchase money mortgage, if any. (b) This sale shall be closed at the office of the Purchaser's mortgagee, or if none, at the office of the Seller's attorney, or if not, at the office of the REALTOR, unless some other place shall be mutually agreed upon.

9. TITLE: Title, when conveyed shall be good and merchantable, subject only to (strike inapplicable provisions): General taxes for 1985 subsequent years; special taxes or assessments for improvements not yet completed; building lines and building and liquor restrictions of record; zoning and building laws and ordinances; public utility easements; public roads and highways; easements for private roads; private easements, covenants and restrictions of record as to use and occupancy; party wall rights and agreements, mortgages or trust deed as described herein.

10. PRORATIONS: (a) Real estate taxes based on the most recent ascertainable real estate taxes, (if the current real estate taxes are based on the fact that the Seller qualifies for a Homestead exemption, Seller agrees that he has or shall have executed all documents prior to or at the closing necessary to preserve said exemption), tents, if any, association dues, if any, sewer taxes, fuel, prepaid service contracts, accrued interest on mortgage indebtedness and other proratable items shall be prorated to the date of possession. (b) Seller represents that as of the date of acceptance hereof the monthly association dues pertaining to the property are \$ (if inapplicable).

11. POSSESSION: Possession shall be delivered not later than at closing provided the sale has been closed. For purposes of this Contract, possession shall be deemed to have been delivered when Seller has vacated the premises and delivers the keys to the premises to Purchaser or to the office of the listing REALTOR. In the event possession is not delivered at closing:

(a) Seller agrees to pay at closing the sum of \$20.00 per day to the Purchaser for the use and occupancy from the date of closing to the possession date specified in this contract.

(b) Seller shall deposit in escrow with the listing REALTOR, at closing, the sum of 2% of the sale price to guarantee that possession of the property shall be delivered to Purchaser on or before the date specified in this Contract. If possession is so delivered, the escrow fund shall be paid to the Seller. If possession is not so delivered, the listing REALTOR shall pay to the Purchaser from the escrow funds the sum of 1/15th of the deposit per day for each day possession is withheld from Purchaser after such specified date, and shall pay the balance of the escrow fund, if any, to the Seller.

12. BROKERAGE FEE: Seller shall pay a brokerage fee as agreed in the listing agreement to Century 21 Village Square REALTOR.

13. RIDERS AND GENERAL CONDITIONS: This Contract is subject to the General Conditions on the back page hereof and NORTHWEST SUBURBAN BOARD OF REALTORS and NORTHWEST SUBURBAN BAR ASSOCIATION approved Rider numbers 130, 150 & 250 attached hereto, which Riders and General Conditions are made a part of this Contract.

SIGNIFICANCE OF OFFER AND ACCEPTANCE BY PARTIES

WE UNDERSTAND THAT THE OFFER MADE BY THE PURCHASER AND THE ACCEPTANCE OF THE SELLER AND THE SIGNATURES OF BOTH PARTIES SHALL CONSTITUTE A LEGALLY BINDING CONTRACT AND ALL PARTIES AGREE TO PERFORM THE TERMS AND CONDITIONS THEREOF.

Date of Acceptance: 1987
Purchaser's Mailing Address (Please Print): 1186 C Apple Lane, Palatine, IL 60074
Purchaser: Kevin L. Larson, Denise L. Larson
Seller's Mailing Address (Please Print): 619 MacArthur Street, Palatine, IL 60067
Seller: Dana Rotundo

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14. EVIDENCE OF TITLE: Seller shall, at his expense, deliver or cause to be delivered to the grantee or Purchaser ~~not less than two days prior to the time of closing as evidence of title to Seller or Grantor, one of the following:~~ **not less than two days prior to the time of closing as evidence of title to Seller or Grantor, one of the following:**

(a) Owner's Duplicate Certificate of Title, issued by the Registrar of Titles, or certified copy thereof, and a Torrens Tax and Special Assessment search bearing a date not more than 45 days prior to closing; or

(b) A title insurance policy or commitment for title insurance by a title company licensed to operate in the State of Illinois bearing a date on or subsequent to the date of the acceptance of this offer, but issued not more than 45 days prior to closing in the amount of the purchase price, subject only to liens listed in paragraph 9 on the face hereof and usual stock objections. Delay in delivery by Seller of a commitment for title insurance due to a delay by Purchaser's mortgagee in recording the mortgage and bringing down title shall not cause a default of this Contract.

In the event the entire subject property is registered in the Torrens system, and Purchaser or Purchaser's mortgagee desires a title insurance policy in addition to a Duplicate Certificate of Title issued by the Registrar of Titles, same shall be obtained at ~~Purchaser's expense.~~ **SELLER'S EXPENSE.**

Every certificate of title, title insurance policy or commitment for title insurance furnished by Seller shall be conclusive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If evidence of title discloses other defects, Seller shall have thirty (30) additional days to cure such defects and notify Purchaser, but Purchaser may take the title with such other defects (with the right to deduct from the purchase price, liens and encumbrances for a definite or ascertainable amount) by notifying Seller and tendering performance. At closing, if requested, Seller shall execute customary form of affidavit of title and sign customary ALTA forms and other forms as may be required by law or custom.

15. LOSS: If prior to closing, improvements on the property shall be destroyed or materially damaged by fire or other casualty, this Contract, at the option of Purchaser, shall become null and void.

16. SURVEY: 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 hereof showing that all improvements presently located thereon, including buildings, fences, patios, sidewalks and driveways are within the lot lines, and showing no easement violations and no encroachments of improvements from adjoining properties. If Purchaser or Purchaser's mortgagee desires a more recent or extensive survey, same shall be obtained at Purchaser's expense.

17. PAYOFFS: Existing mortgage and other lien indebtedness may be paid at closing out of sale proceeds, unless Purchaser takes title subject thereto.

18. MORTGAGE PLACEMENT: Purchaser may record a mortgage on this property and apply the proceeds on purchase.

19. DEBRIS REMOVAL: Seller shall remove from premises by date of possession all debris and personal property not conveyed by bill of sale to Purchaser.

20. CODE VIOLATIONS: Seller warrants that neither he nor his agent has received notice of any dwelling code violation which exists on the date of this agreement from any city, village, or other governmental authority.

21. NOTICES: All notices required shall be in writing and shall be served on the parties at the mailing addresses indicated herein. In the event notice is served by mail, the date of mailing of the notice by registered or certified mail, return receipt requested, shall be the effective date of the notice.

22. ESCROW CLOSING: At the election of either party, upon written notice to the other party, this sale shall be closed through an escrow office closest to the subject property of a title company or a banking institution licensed to operate in the State of Illinois or at such other place as otherwise agreed by deed and money escrow 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. The cost of the escrow shall be paid by the party requesting it unless otherwise agreed upon.

23. SURVIVAL OF ESCROW PROVISIONS: Any escrow and other provisions contained in this Contract which require additional acts after the closing shall survive the closing and the conveyance of the deed and shall continue to be binding upon the parties hereto.

24. REPRORATION OF TAXES: (a) If the tax bill for the current year when issued is increased more than ten percent (10%) over the amount of the most recent ascertainable taxes, then the parties hereto shall reproporate the full amount of the actual taxes. If the increase in the tax bill is less than ten percent (10%) the parties hereto shall not reproporate the taxes, unless paragraph 24 (b) herein is applicable.

(b) If the property has previously not been taxed as improved, the sum of two percent of the purchase price shall be deposited in escrow with Purchaser's lender, if required, or with Seller's attorney. When the exact amount of the taxes payable under this Contract can be ascertained, the taxes shall be prorated by the Seller's attorney at the request of either party, and Seller's share of such tax liability, after reproporation, shall be paid to Purchaser from the escrow funds and the balance, if any, shall be paid to the Seller. If Seller's obligation after such reproporation exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.

25. CONDITION OF REAL ESTATE: Seller agrees to surrender possession of the real estate in the same condition as it was at the date of this contract, ordinary wear and tear excepted.

26. INSPECTION: Purchaser reserves the right to inspect the premises within seventy-two (72) hours of the closing to determine Seller's compliance with paragraph 25 (Condition of Real Estate) above.

27. DESIGNATION OF INTEREST: When Purchasers are husband and wife, their interest under this Contract shall be in joint tenancy with right of survivorship unless otherwise provided herein or directed by the Purchasers.

28. REAL ESTATE SETTLEMENT PROCEDURES: The parties to this Contract shall comply in all respects with the Real Estate Settlement Procedures Act of 1974, where applicable, and furnish all information required for compliance with the Act.

29. PAYMENT OF REAL ESTATE TRANSFER TAX: Seller shall pay the amount of any stamp tax imposed by the State law and county law on the transfer of title and Purchaser shall pay the amount of any transfer tax imposed by local ordinance, unless otherwise imposed by such ordinance. Both parties agree to execute any declarations or any forms required in connection with said transfer taxes.

30. CONSTRUCTION OF TERMS: Wherever appropriate, the singular includes the plural and the masculine or feminine includes the other or the neuter.

31. TIME: Time is of the essence of this Contract.

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LAW OFFICES OF

0 3 6 0 5 5 6 2

Edward L. Schuller and Associates

205 WEST WACKER DRIVE, SUITE 2000, CHICAGO, ILLINOIS 60606, TELEPHONE 312 - 346-3553  
312 - 346-8229

December 17, 1986

Ms. Dana Rotondo  
6819 North MacArthur  
Palentine, IL 60067

EDWARD L. SCHULLER  
JOSEPH T. FITZSIMMONS  
A. LEO WHELAN, IV  
LOUIS J. ALDINI  
OF COUNSEL  
JULES S. GERSIKIN  
MICHAEL A. JOHNSON  
ALAN BARINHOLTZ

PLEASE REFER TO FILE NO.

Re: Sale of 619 North MacArthur  
Palentine, IL

Dear Dana:

Enclosed is an order entered by the court on December 11, 1986 granting you authority to list your grandmother's house for sale. Also enclosed is a copy of the appraisal.

Any contract for sale in which you enter should contain the following clause:

"Seller's acceptance of this contract is conditioned upon approval of the Circuit Court of Cook County Probate Division. Seller hereby agrees to obtain such approval of this contract within thirty days (30) of his acceptance hereof. In the event seller fails to obtain such approval within said time this contract shall be null and void and all earnest monies shall be returnable to buyer."

When you are ready to accept an offer to purchase your grandmother's house, please call us immediately so that we can arrange for a court date to get approval of the sale.

We would be happy to handle the details of the sale and closing for you.

Please call either myself or Joseph if you have any questions.

Very truly yours,

Catherine M. FitzSimmons

CMF/aw

3605562

87L 4 79

RIDER 250

CONDITION OF SYSTEMS, EQUIPMENT AND APPLIANCES

This Rider is made a part of and incorporated into a Real Estate Contract dated 1-13, 1987, for the sale of property commonly known as 619 MacArthur, Palatine, Illinois

entered into by Nora Rotondo as Seller(s), and Kevin L. & Denise L. Larson as Purchaser(s).

Seller represents that all systems, equipment and appliances, if any, to be conveyed by Deed or sold by Bill of Sale, including but not limited to the following, will be in operating condition on the date and time of closing: All mechanical equipment, heating and cooling equipment, water heaters and softeners, septic and plumbing systems, electrical systems, kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Purchaser, with exception of the following:

None

\_\_\_\_\_

Kevin L. Larson

Nora S. Rotondo

Denise L. Larson

Seller(s)

Purchaser(s)



RIDER 130

ATTORNEYS' APPROVAL

This Rider is made a part of and incorporated into a Real Estate Contract dated January 13, 1987 for the sale of the property commonly known as 619 MacArthur, Palatine entered into by Rosa Petros, Seller and Kevin L. & Denise L. Larson, Purchaser.

The parties agree that their respective attorneys may approve and make modifications, other than stated purchase price, mutually acceptable to the parties, within five (5) business days after the acceptance date of the Contract. If the parties do not agree and written notice thereof is given to the other party within the time specified, then 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.

The Seller directs the listing broker that Seller's property will not be shown to prospective Purchaser and no additional offers shall be presented or reviewed by the Seller during the above contingency period.

Rosa Petros  
Seller

Kevin L. Larson  
Purchaser

\_\_\_\_\_  
Seller

Denise L. Larson  
Purchaser

\_\_\_\_\_  
Seller's attorney & phone number, if known

\_\_\_\_\_  
Purchaser's attorney & phone number, if known

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Northwest Suburban Bar Association  
Northwest Suburban Board of REALTORS®

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RIDER 150

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## FHA VALUATION CLAUSE

This Rider is made a part of and incorporated into a Real Estate Contract dated Jan. 13, 1987 for the sale of the property commonly known as 619 Mac Arthur, Palatine, Illinois

entered into by Dana Rotondo, Seller(s),

and Kevin L. & Denise L. Larson, Purchaser(s).

A. It is expressly agreed that, notwithstanding any other provisions of this Contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise, unless the Seller has delivered to the Purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property (excluding closing costs) of not less than \$ 75,000.00<sup>OR</sup>, which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to Seller. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

B. Seller agrees to pay to Purchaser's mortgage lender, as a loan discount, an amount equal to, but not greater than, \_\_\_\_\_ % of Purchaser's mortgage loan, provided further that if allowed by FHA regulations Purchaser agrees to pay its lender any loan discount required in excess of the amount agreed to herein by Seller not to exceed 3 % of Purchaser's mortgage loan.

C. Seller shall have the option of cancelling this Contract in the event that the FHA Conditional Commitment or the governmental authority having jurisdiction over the subject premises requires improvements and/or repairs being made to the subject premises.

D. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The Purchaser should satisfy himself/herself that the price and the condition of the property are acceptable.

Dana Rotondo

Kevin Larson

Denise L. Larson

Seller(s)

Purchaser(s)

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*[Handwritten scribbles]*

~~GREATER ILLINOIS  
TITLE COMPANY  
BOX 115~~

~~IDENTIFIED  
NO  
REGISTERED Owners Name  
HARRY BUSBY BURELL  
G.I.T.~~

Property of Cook County Clerk's Office



408241

# UNOFFICIAL COPY

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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK    )

## IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT -- PROBATE DIVISION

Estate of OLIVE PANSY SAWALISH,    )    No. 86 P 1769  
  )    Docket: 205  
Disabled Person.                     )    Page 360

RECEIVED  
FEB 2 1987  
COURT CLERK'S OFFICE

### ORDER

THIS CAUSE coming to be heard on the verified petition of DANA ROTONDO, Plenary Guardian of OLIVE PANSY SAWALISH, to sell the real estate belonging to the Ward, namely:

Lot 6, Block 1 in the Harold Reskin addition to Palatine in the Northeast 1/4 of the Southeast 1/4 of Section 14-42-10 (except the South 300 feet of the West 300 feet and except the part North of the centerline of Baldwin Road.)

at a private sale, no other person or entity having any interest in the subject real estate, and the Court being fully apprised in the premises

02-14-401-017 HBQ

IT IS HEREBY ORDERED:

That Petitioner be granted authority to sell the real estate property of the Ward at private sale according to the terms and conditions of the attached real estate sales contract.

**FILED**  
CLERK OF THE CIRCUIT COURT  
MORGAN M. FINLEY  
FEB 2 1987  
MICHAEL I. CZAJA

ENTER:

Judge

EDWARD L. SCHULLER & ASSOCIATES  
Catherine M. FitzSimmons #13289  
205 West Wacker Drive Suite 2000  
Chicago, Illinois 60606  
(312) 346-3555

3605562

FEB 4 1987

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*Handwritten scribbles*

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IDENTIFIED No.	Register of Tensas Times NA-RY 'BUS' YOUSSELL G.I.T.
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GREATER ILLINOIS  
TITLE COMPANY

BOX 116

#

*408241*

Property of Cook County

IN THE CIRCUIT COURT

OF ILLINOIS

I HEREBY CERTIFY  
OF  
ENTERED

*Order and Exhibits*

THIS COPY

*March 5, 1987*

*Margaret M. Dunley*  
Clerk of the Circuit Court  
of Cook County, Illinois

Clerk's Office