

REAL ESTATE SALE CONTRACT

Name of Buyer Norman Frank Mitch, Sr. and Dorothy M. Mitch, his wife
Address 8139mOgden Avenue, Lyons, Illinois
Name of Seller Mrs. R. E. Sheehan
Address 143 North Brainard Avenue, La Grange, Illinois
Property: The one-story bungalow located at 143 North Brainard Avenue, LaGrange, Cook County, Illinois

Street Number 143 North Brainard Avenue, La Grange, Illinois
Size of Lot 50'x 136' as platted
Price \$16,000.00
Earnest Money Paid \$1 000.00
Encumbrance to be deducted: None.

Cash to be paid on delivery of deed ~~\$14,000.00~~ \$ 15,000⁰⁰
Balance to be paid as follows: None.

THE SELLER AGREES:

To sell the said property to the buyer at the price and on the terms herein stated and to convey, or cause to be conveyed, to the buyer, or his nominee, a merchantable title in fee simple by Warranty Deed including the release and waiver of homestead and dower subject to:

- ~~Above Trust Deed or Deeds~~
- Building Line Agreements
- ~~Party Wall Agreements~~
- Restrictions or Conditions of Record
- ~~Installments for Special Assessments falling due after~~
- ~~And for Improvement not yet completed at said premises~~
- Existing leases as follows: None, but closing and possession to be no later than September 15, 1964.

To furnish within 54 days, after the delivery hereof, or after the seller has been notified in writing by the buyer that a loan has been procured, if such a loan is provided for in this contract, a Report of Title issued by the Chicago Title and Trust Company, or a merchantable Abstract of Title, brought down to the date hereof, or a Duplicate Torren's Certificate, accompanied by a tax search made by the Registrar.

That notices or papers may be served upon, or delivered for him, by mail or messenger, at the above address.

That if a Report of Title is furnished he will within fifteen days after deal is closed, furnish the buyer with a Chicago Title and Trust Company Guaranty Policy in the amount of the purchase price.

That the property will be in the same condition at the time the deal is closed as it is now, ordinary wear and tear excepted, otherwise buyer may at his election rescind this contract.

THE BUYER AGREES:

To buy the said property at the price and upon the terms herein stated.

That notices or papers may be served upon or delivered for him, by mail, or messenger at the above address.

IT IS MUTUALLY AGREED:

That the deal is to be closed within fifteen days after the evidence of title is due.

That tender of deed or purchase price is excused and failure by either party to appear upon reasonable notice, to close the deal, at the place designated, shall be a breach of this contract.

That in the event the title is not merchantable as aforesaid, the buyer may, at his election, rescind this contract, and receive a refund of the earnest money.

That in the event of a breach by the buyer the seller may, at his election, forfeit the earnest money as liquidated damages whereupon this contract shall be terminated.

That the seller may remove any objections to the title at the time of closing the deal.

That the following items shall be prorated as of the date of closing of the deal.

- | | | |
|-----------------------------|----------------|---------------------------|
| 1. Interest on encumbrances | 4. Janitor | 7. Electric light and gas |
| 2. Insurance premiums | 5. Water taxes | 8. Coal at market price |
| 3. Current General Taxes | 6. Rents | 9. Any other usual items |

That time is of the essence of this contract.

That this contract shall be held by F. D. Cossitt and Company

That the earnest money shall be held by F. D. Cossitt and Company

That the deal shall be closed at Above or lending agency

Agreements as to commission Seller agrees to pay a commission of six per cent of the sales price to F. D. Cossitt and Company.

This contract is subject to the following conditions:

1. Closing and possession no later than September 15, 1964.
2. The procurement of a loan commitment in the amount of \$14,000.00 at an interest rate not to exceed 6% per annum, for a term of twenty years, Fifteen days are allowed to procure this loan commitment.
3. The inclusion of the stove in the kitchen and all improvements and appurtenances belonging to the property.

Dated _____

_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)

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BETWEEN

AND

UNIVERSITY PRINTING COMPANY, 1410 EAST 62ND ST. CHICAGO