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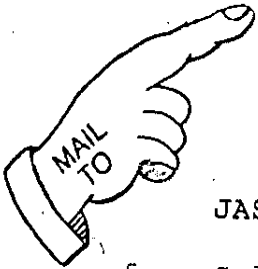
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2000-08-07 11:02:00
Cook County Recorder 35.50

PREPARED BY & MAIL TO:
RAYMOND A. FEELEY, LTD.
Attorney at Law
575 W. Exchange St.
Crete, IL 60417



COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE



Property of Cook County Clerk's Office

CONTRACT FOR PURCHASE OF REAL ESTATE

JASNETT FORBES, herein called "Buyer", agrees to purchase from Seller, the following described real estate:

LOT 8 IN BLOCK 3 IN O. RUETER AND COMPANY'S RICHTON PARK SUBDIVISION BEING A SUBDIVISION OF EAST 1/2 OF THE WEST 1/2 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3717 Sauk Trail, Richton Park, IL 60471
PERMANENT INDEX NO: 31-35-102-002

and DANNY FELIX, herein called "Seller", agrees to sell said real estate to Buyer for the price and on the terms and conditions herein provided.

1. The purchase price of said real estate shall be SIXTY SEVEN THOUSAND and 00/100's DOLLARS (\$67,000.00), payable as provided in Paragraph "4" below. The initial closing shall occur on July 22. The final closing shall occur if and when all covenants and conditions to be performed by the Buyer have been performed.

2. Upon payment in full of said purchase price, Seller agrees to convey or cause to be conveyed to Buyers (in accordance with Buyer's direction) title to the real estate by stamped

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warranty deed.

Said Deed and title to the real estate thereby conveyed shall be subject only to the following: (a) General real estate taxes for the year 1999 and subsequent years; (b) Covenants, conditions, restrictions, and easements of record; (c) Roads and highways, if any; (d) Acts done or suffered by Buyer; (e) Usual printed general exceptions contained in ALTA owner's policy issued by Intercounty Title Company of Illinois.

3. Within seven (7) days after date hereof, Seller shall furnish to Buyer, at Seller's expense, a commitment of title insurance with respect to the real estate issued by an Illinois licensed Title Company in the amount of the purchase price, showing title to the real estate in Seller subject only to the matters stated in Paragraph "2" above, if applicable. Such commitment shall be conclusive evidence of good title as therein shown, subject only to the exceptions therein stated.

If the commitment discloses any exceptions to title other than the matters stated in Paragraph "2" above, Seller shall have thirty (30) days to cure such non-permitted exceptions and furnish a later date report showing such matters cured or removed. If such non-permitted exceptions are not cured by said date, Buyer may, at it's election, terminate this Contract as to all of the subject property or accept title as it then is, and notwithstanding Paragraph "4" below, with the right to pay all liens, mortgages, taxes and other obligations from the proceeds of the purchase price, in either case by giving Seller notice of Buyer's election, and, in the latter case, by also tendering

5. Buyer will pay any and all special taxes or assessments that may be levied against the subject real estate after the date hereof or which have already been levied or confirmed but which relate to improvements not yet completed as of the date hereof.

6. Buyer shall carry casualty insurance on the subject property, naming the Seller as an additional insured.

7. In the event proceedings are commenced in eminent domain with respect to the above-described premises, prior to delivery of a deed, the conveyance to be made by Seller shall be subject to such proceedings, and any award granted shall be distributed as follows: reimbursement for court costs, reasonable attorney's fees and other charges expended or incurred in defending against any such proceedings; the payment of the principal balance and accrued interest and any other charges due Seller hereunder; and the payment of the sum thereafter remaining to Buyer.

8. In the event Buyer shall fail to make any of the payments provided, when due, or Buyer shall be in default of any other covenants or condition herein contained, and such default shall continue for a period of thirty (30) days, then, at Seller's option and upon Seller giving Buyer twenty (20) days' written notice setting forth the nature of the default, and if at the expiration of said twenty (20) days, Buyer shall have failed to cure such default, Seller may, without further demand or notice, declare the entire remaining principal and accrued interest due and payable, and unless forthwith paid, Seller shall have the right to forfeit and terminate the within agreement and retain

all payments made by Buyer as liquidated damages. Seller shall further have the right to re-enter and take possession of the above-described premises, or if required, to institute forcible entry and detainer proceedings, without further notice.

9. The remedy of forfeiture shall not be exclusive of other remedies, but in the event of default, or breach under this Contract, seller shall, as an alternative to the remedy of forfeiture, have every remedy given at law or equity, and shall have the right to remain and prosecute all such other available remedies contemporaneously or otherwise.

10. Buyer shall not suffer or permit any mechanic's lien or other lien to attach to or be against the premise, which shall or may be superior to the rights of Seller.

11. Buyer shall not transfer or assign this Contract or any interest herein, without the previous written consent of Seller^{which} shall not be unreasonably withheld and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of Seller; and Buyer will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.

12. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Buyer until the delivery of the deed aforesaid by Seller or until the full payment of the purchase price at the times and in the manner herein provided.

13. In the event of the termination of this Contract by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put on the premises by Buyer shall belong to and be the property of Seller without liability or obligations on Seller's part to account to Buyer therefore or for any part thereof.

14. Buyer shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason or being a party to this Contract; and Buyer will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this Contract and incurred in any action brought by Seller against Buyer on account of the provisions hereof. All such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Buyer on or under this Contract.

15. Any notice required to be served upon either of the parties may be served in person or by registered or certified mail at the last known address of the respective parties, or as follows:

On Seller: Danny Felix
514 Illinois
Park Forest, IL 60466

On Seller's
Attorney: Raymond A. Feeley
Attorney at Law
575 W. Exchange Street
Crete, IL 60417

On Buyer: Jasnett Forbes
22506 CATONIA LANE
LICHTON PARK IL
60478

On Buyer's Attorney: _____

16. Seller hereby warrants that within ten (10) years from the date of the execution of this Contract that it has received no notice from any village or other governmental agency of any dwelling code violation upon the subject premises.

17. Time is of the essence of this Contract. Should Buyer terminate this Contract for default hereunder by Seller, all payments made to Seller by Buyer under this Contract shall be immediately returned to Buyer.

This instrument contains the entire agreement between the parties, and Buyer agrees that neither Seller nor any agent of Seller has made any representation or promise with respect to or affecting the subject real estate of this Contract which is not expressly contained herein.

18. The Seller shall not mortgage or otherwise encumber or cause any lien to attach to the premises which is the subject of this Contract.

19. Escrow closing. At the election of Seller or Buyer, upon notice to the other party not less than five (5) business days prior to the date of the final closing, the conveyance contemplated hereby shall be made through escrow with a title

company, bank, or other institution licensed to do business in the State of Illinois in accordance with the general provisions of an escrow trust covering land contracts and articles of agreement for deed consistent with the terms of this Contract. The cost of the escrow shall be paid by the party requesting it.

20. Buyer shall be entitled to delivery of the deed and current affidavit of title upon the payment of the entire amount due Seller under this contract. At the time of delivery of the deed, Buyer and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County, and local laws. Seller shall credit Buyer at initial closing of amount of any stamp tax imposed by State and County law. Buyer shall pay those transfer taxes which local law may provide for.

21. Title in Trust. The beneficiaries and those persons with power of direction shall cumulatively be deemed to jointly and severally have all of the rights and duties of the Seller.

22. Binding on Heirs and Successors. This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Buyer and Seller.

IN WITNESS WHEREOF, the Buyers and Seller have executed this Contract at Crete, Will County, Illinois, on the 22 day of July, 2000.

SELLER:

Danny Felix
DANNY FELIX

BUYER:

Jasnett Forbes
JASNETT FORBES

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STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DANNY FELIX, personally known to me to be the same person whose name is subscribed to the foregoing Contract for the Purchase of Real Estate, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Contract as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 22 day of July, 2000.



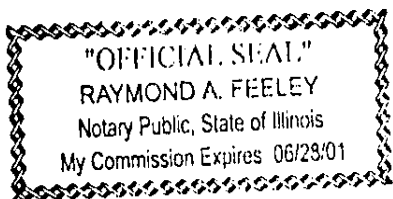
Raymond A. Feeley

NOTARY PUBLIC

STATE OF ILLINOIS)
)
COUNTY OF WILL)

I, the undersigned, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY THAT JASNETT FORBES, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free an voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 22 day of July, 2000.



Raymond A. Feeley

Notary Public