## LAND CONTRACT

AGREEMENT, made this 21st Day Of March 2003



between Terry Raiford (Seller), and Stephenie E. Coleman (Purchaser)

WITNESSETH, that if Purchaser first make the payments and perform Purchaser's convenants hereunder Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's Attorneys recordable warranty deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

Permanent Real Estate Index Number(s) 22-009-768-040-0000

Address(es) of premises: 9413 So Prarie Chicago, Illinois 60623

And Seller further agrees to furnish Purchaser on or before March 21, 2003 at Seller's expense the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the price, issued by \$117,000..00, (b) certificate of title issued by the Registrar of Titles of Cook County, Illing, (c) merchantable abstract of title showing merchantable title in Seller on date hereof, subject (in) to the matters specified below in paragraph 1. And Purchaser hereby covenants and agrices to pay to Seller, at such place as Seller may from time to time designate in writing, and until such designation at the office of

Option One Mortgage 3 Aga Irvine California 92618

The price of One Hundred Sevencen Thousand Dollars And No Cents in the manner following, to-wit:

with interest at the rate of 8.125% per corr. per annum payable monthly at \$949.00 on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on March 21, 2003 provided that Purchaser is not then in default under this agreement.

Rent, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for year 2002 are to be prorated from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertainable, the prorating shall be done on the basis of the amount of the most recent ascertainable taxes.

It is further expressly understood and agreed between the parties hereto that:

The Conveyance to be made by Seller shall be expressly subject to the following (a) general taxes for the year 2002 and subsequent years and all taxes, special as essential sand special taxes levied after the date hereof; (b) all installments of special assessments and special falling due after date hereof; (c) the rights of all persons claiming by, through or under Purchaser; (d) easements of record and party-walls and party-wall agreements, if any; (e) building line and use or occupancy restrictions, conditions and covenants of record, at distribution and zoning laws and ordinances; (f) roads, highways, streets and alleys, if any;

Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date for  $\alpha \epsilon \omega \gamma \gamma \gamma$  of possession to Purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.

Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits waste Seller may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at \_\_\_\_\_\_per cent per annum until paid.

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

No right, title or interest, legal or equitable, in the premises, or any part thereof shall vest in Purchaser 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.

All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 11211 So Laflin. Chicago, Ill 60628 or to the last known address of

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either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon heirs, executors, administrators and assigns of the respective parties.

Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this contract has been received by the seller, his principal or his agent within 10 years of the date of execution of this contract.

If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this agreement.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

Sealed and Delivered in the presence of

\_\_(SEAL)

my Rairord

<u>∕</u>(SEAL)

Stephenie E. Coleman

(SEAL)

Notary

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