



AFFIDAVIT FOR CERTIFICATION BY PARTY NOT AN ORIGINAL DOCUMENT

STATE OF ILLINOIS

COOK COUNTY

*4-jul
P*

I, (print name) Edwardo Carrillo, being duly sworn, state that I have access to the copies of the attached document(s) (state type(s) of documents) Land Contract

as executed by (name of party) Ben Andrews and Mary Andrews

My relationship to the document(s) is (ex. - Title company, agent, attorney) Agent

I state under oath that the original of this document is lost, or not in possession of the party needing to record same. To the best of my knowledge, the original document was not intentionally destroyed or in any manner disposed of for the purpose of introducing a copy thereof in place of the original.

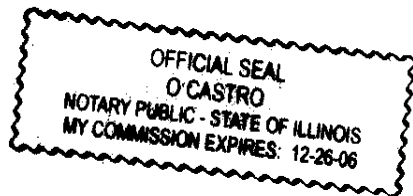
Affiant has personal knowledge that the foregoing statements are true.

Edwardo Carrillo
Signature

6-12-03
Date

Subscribed and sworn to before me this 12th day of JUNE, 2003.

[Signature]
Notary Public



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RESIDENTIAL LEASE OPTION TO PURCHASE (Rent With Option To Buy)

THIS AGREEMENT made and entered into on this 9th day of (mo.) Dec. (yr.) 2002
 By and between Ben and or Mary Andrews hereinafter called Lessor and Antonio R. Rivera and Loretta F. Bush. The Lessor, for consideration of the sum of \$3000.00 dollars (security deposit) and the sum of \$1650.00 dollars (first month's RENT) in hand paid by the Lessee, receipt of which is hereby acknowledged, hereby leases to Lessee the premises situated in the City of Alsip County of Cook State of Illinois, legally described AS LOT 8 IN BLOCK 23 IN ARTHUR T MCINTOSH AND COMPANY'S 1ST ADDITION TO GARDEN HOMES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1939 AS DOCUMENT NO. 12375878, IN COOK COUNTY, ILLINOIS. PIN 24-22-409-005

(If legal description is not included at the time of execution, it may be attached to and incorporated herein afterward)
 (Street Address 11631 Kariov Alsip, Illinois) and consisting of 4/5 Bed Room 1 3/4 Bath Central Air, 1 1/2 car attached garage upon the following Terms and Conditions:

SEE ATTACHED LEASE AGREEMENT

1. Personal Property: Washer, Dryer Refrigerator, Stove,

2. Term: The term herein shall commence on (mo./day) 01/01 (yr.) 2003. And continue for the period of **24 Months (2 years)**

3. Rent: Rent shall be \$ 1650.00 per month, payable in advance, upon the first day of each calendar month to Lessor or his/her authorized agent at the following address: 5018 Eagle Lake Road Peotone, IL 60468) or at such other places as may be designated by Lessor from time to time. In the event rent is not paid within five (5) days after due date, Lessee agrees to pay a late charge of \$ 50.00 plus interest at 18 % per annum on the delinquent amount.

4. Utilities: Lessee shall be responsible for the payment of ALL utilities.

5. Use: The premises shall be used as a residence and for no other purpose without written consent of Lessor.

6. House Rules: In the event that the premises are in a building containing more than one unit, Lessee agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas.

7. Assignment And Subletting : Lessee MAY NOT assign this agreement or sublet the premises.

8. Maintenance, Repairs, Or Alterations: Lessee shall maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein, and shall surrender the same at termination thereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for damages caused by his/her negligence and that of his/her family, or invitees or guests. Lessee shall maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish and weeds, if such grounds are part of the premises and are exclusively for use of the Lessee. Lessor shall be responsible for all repairs to the structure, furnace and air conditioning units at Lessor's expense that are not directly caused by the negligence of the lessee. Any such repairs shall be performed by Lessor.

9. Entry and Inspection: Lessee shall permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises or for making necessary repairs.

10. Possession: If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby nor shall this agreement be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this agreement if possession is not delivered within 30 days of the commencement of the term hereof.

11. Security/Option Consideration: The security deposit of \$ 3000.00 shall secure the performance of the Lessee's obligations hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee. At **NO** time during the Lease Agreement do the Security and Option consideration monies, imply, cause to imply or transfer any equitability or ownership from Lessor to Lessee.

12. Deposit Funds: Any returnable deposits shall be refunded within thirty (30) days from the date possession is delivered to Lessor or his/her authorized agent.

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13. Attorney Fees: The prevailing party shall be entitled to all costs incurred in connection with any legal action brought by either party to enforce the terms hereof or relating to the demised premises, including reasonable attorneys' fees.

14. Notices: Any notice which either party may or is required to give maybe given by mailing the same, postage prepaid, to Lessee or at such other places as may be designated by the parties from time to time.

15. Heirs, Assigns, Successors: This lease and option shall NOT include and does NOT insure to and bind the heirs, executors, administrators, successors, and assigns of the Lessee. **NON-TRANSFERABLE**

16. Time: Time is of the essence of this agreement. This offer shall terminate if not accepted before (mo./day) 12/01
_____ (yr.) 2004

17. Holding Over: Any holding over after expiration of the term of this lease, with the consent of the Lessor, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable.

18. Default: If Lessee shall fail to pay rent when due or perform any term hereof after not less than three (3) days written notice of such default given in the manner required by law, the Lessor at his/her option may terminate all rights of the Lessee hereunder, unless Lessee, within said time, shall cure such default. If Lessee abandons or vacates the property while in default of payment of rent, Lessor may consider any property left on premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Lessor reasonably believes that such abandoned property has no value, it may be discarded.

19. Option: Lessee shall have the option to purchase the leased premises free and clear of any encumbrances not described in #20 of this agreement described herein upon the following TERMS and CONDITIONS:

- a. The total purchase price shall be \$ 169,900.00 _____ dollars)
- b. The purchase price shall be paid as follows: **All Cash**

20. Encumbrances: Lessee shall take title to the property also subject to: 1) Real Estate Taxes not yet due and 2) Covenants, conditions, restrictions, reservations, rights, rights of way, and easements of record, if any.

21. Examination of Title: Lessee shall have fifteen (15) days from the date of receipt of title report to examine the title to the property and to report, in writing, any valid objections thereto. Any exceptions to the title which would be disclosed by examination of the records shall be deemed to have been accepted unless reported in writing within said fifteen (15) days. If Lessee objects to any exceptions to the title, Lessor shall use all due diligence to remove such exceptions at his/her own expense within sixty (60) days thereafter. But if such exceptions cannot be removed within the sixty (60) days allowed, all rights and obligations hereunder may, at the election of the Lessee, terminate and end unless he/she elects to purchase the property subject to such exceptions.

22. Evidence Of Title: Lessor shall provide evidence of Title in the form of a policy of title insurance at Lessor's expense.

23. Bill Of Sale: The personal property identified in paragraph #1 shall be conveyed by bill of sale.

24. Closing: Closing shall be within 30 days from exercise of the option unless otherwise extended by other terms of this agreement.

25. Prorations: Tax, insurance, interest and other expenses of the property to be prorated as of the date of closing.

26. Expiration of Option: This option may be exercised at any time prior to its expiration at midnight (mo./day) 12/31, (yr) 2004 Upon expiration, Lessor shall be released from all obligations hereunder and all of Lessee's rights hereunder, legal or equitable, shall cease.

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27. **Exercise of Option:** The option shall be exercised by mailing or delivering written notice to the Lessor at least 30 days prior to the expiration of this option. Notice, if mailed, shall be by certified mail, postage prepaid, to the Lessor at the address set forth below, and shall be deemed to have been given upon the day shown on the postmark of the envelope in which such notice is mailed. In the event the option is exercised, \$300.00 a Month of the rent paid hereunder, as well as any security deposit paid, prior to the exercise of the option shall be credited upon the purchase price.

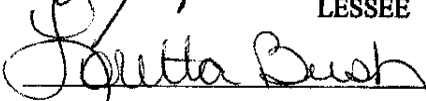
28. **Right To Sell:** Lessor warrants to Lessee that Lessor is the legal owner of the leased premises and has the legal right to sell leased premises under the terms and conditions of this agreement.

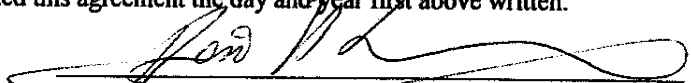
29. Lessor shall provide lessee evidence that property taxes, home owners insurance and any encumbrances on the subject property are paid current.

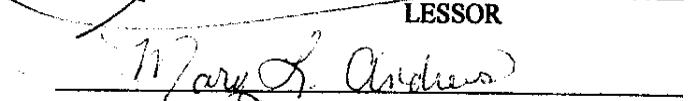
30. Lessee shall be insured on the home owners policy provided by the Lessor, said policy should be in at least the amount of \$169,960.00. Lessee shall provide his / her own insurance for personal property and content. (Renter's Insurance)

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.



LESSEE




LESSOR


LESSEE
1353 EDWARDS RD, Cn 04 45208
ADDRESS

LESSOR
8028 Eagle Lake Rd, Portage, IL 60468
ADDRESS