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1309535079

After recording mail to:

PREPARED BY:
Scott R. Wheaton, Esq.
Scott R. Wheaton & Associates
3108 Ridge Road
Lansing, IL 60438

Doc#: 1309535079 Fee: \$44.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/05/2013 03:31 PM Pg: 1 of 4



RIGHT OF FIRST REFUSAL

This Right of First Refusal to Purchase Real Estate is made on this 20th day of March, 2013, by and between Habitat for Humanity Chicago South Suburbs, Inc., hereinafter referred to as the "SELLER", and NSENGA WILSON and his/her/their assigns, hereinafter referred to as the "PURCHASER".

WHEREAS, Seller desires to obtain a right of first refusal or first option to purchase certain real estate owned by Purchaser; and

WHEREAS, Purchaser agrees to grant Seller a right of first refusal or first option to purchase real estate pursuant to the terms of this agreement; and

NOW, FOR AND IN CONSIDERATION of ten dollars in hand and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

I.

GRANT OF FIRST OPTION: The Purchaser does hereby grant unto the Seller the exclusive and irrevocable right, during the term of this agreement, of first refusal and first option to purchase, upon the terms and conditions hereinafter set forth, Purchaser's property situated in the State of Illinois, County of Cook, including without limitation the following described property together with all improvements located thereon:

COMMON ADDRESS: 17219 LORENZ AVENUE, LANSING, IL 60438

PERMANENT INDEX NUMBER(S): 30-30-218-032

LOT 25 (EXCEPT THE NORTH 10 FEET THEREOF) AND THE NORTH 20 FEET OF LOT 24 IN BLOCK 2 IN BERENICE VILLA, BEING A SUBDIVISION OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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II.

TERMS OF PURCHASE: In the event Purchasers, their successors or assigns elects to sell and Seller desires to exercise their first refusal rights granted under the terms of this agreement, the terms of purchase shall be as follows:

\$1.00 more than any bona fide offer to purchase received by Seller from any third party.

III.

TITLE. Within fifteen (15) days after the Seller has exercised their right of first refusal, the Purchaser shall deliver to the Seller a Certificate of Title or title abstract covering the property described in paragraph I above which shall reflect that marketable fee simple title to the subject property is vested in Purchaser and that same is insurable by a title insurance company licensed to do business in the State of Illinois. Said Certificate or abstract shall be subject only to taxes for the current year, easements, and rights of way of record, and prior mineral reservations. Should said Certificate or Abstract reflect any other exceptions to the title unacceptable to Seller, Seller shall notify the Purchaser in writing of any defects within fifteen (15) days (the title review period) and the Purchaser shall have a reasonable time (but not more than 25 days) in which to make the title good and marketable or insurable, and shall use due diligence in an effort to do so. If after using due diligence the Purchaser is unable to make the title acceptable to Seller within such reasonable time, it shall be the option of the Seller either to accept the title in its existing condition with no further obligation on the part of the Purchaser to correct any defect, or to cancel this Agreement. If this Agreement is thus cancelled, all money paid by the Seller to the Purchaser upon the execution of this Agreement or upon any extension shall be returned to the Seller, and this Agreement shall terminate without further obligation of either party to the other. If title is acceptable to Seller, the closing shall occur within fifteen (15) days after expiration of the "title review period." At closing, Purchaser shall convey title to Seller by Warranty Deed subject only to exceptions acceptable to Seller.

IV.

TERM AND EXTENSION: The term of this agreement shall be 10 years from that date hereof.

V.

EXPENSES OF SALE: All costs and expenses of the sale including attorney's fees, recording fees, and any other costs attributable to the preparation of the Warranty Deed, Title Certificate, abstract and any other closing documents shall be paid by Sellers.

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VI.

POSSESSION: Seller shall be entitled to possession of the property at closing.

VII.

RIGHT OF ENTRY: Upon notification by Purchasers of their desire to sell and Seller's exercise of their first refusal, Seller shall be entitled to enter upon the property for the purpose of conducting soil tests, engineering studies, and surveys.

VIII.

TAXES: Taxes shall be prorated as of the date of closing.

IX.

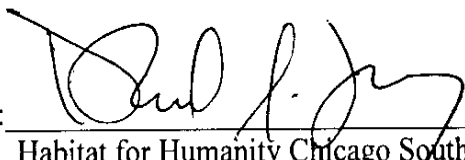
DEFAULT: This contract shall be binding upon and inure to the benefit of the heirs, administrators and assigns of the parties and hereto and upon default in any of the terms of this Agreement the defaulting party agrees to pay all costs of Court and a reasonable attorney's fee.

X.

GOVERNING LAW: This agreement shall be governed by the laws of the State of Illinois.

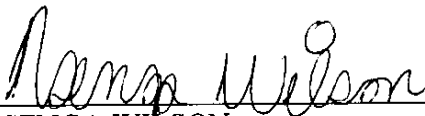
IN WITNESS WHEREOF, the parties have executed this Agreement on this 20TH day of March, 2013.

Seller:



Habitat for Humanity Chicago South Suburbs, Inc.
DAVID S. TRACY, its Executive Director

Purchaser:



NSENGA WILSON

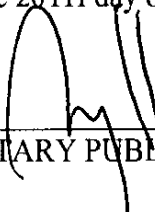
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

PERSONALLY appeared before me, the undersigned authority in and for county and state aforesaid, the within named NSENGA WILSON who acknowledged that he/she signed and delivered the foregoing agreement on the day and year therein stated.

GIVEN under my hand and official seal
this the 20TH day of March, 2013.



NOTARY PUBLIC



My Commission Expires:

05/03/15

Proprietor of Cook County Clerk's Office