

# UNOFFICIAL COPY



1318929063

Doc#: 1318929063 Fee: \$80.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/08/2013 04:32 PM Pg: 1 of 7

## AGREEMENT FOR DEED

PREPARED BY & RETURN TO:  
HARBOUR PORTFOLIO VI, LT  
P.O. BOX 1996  
IRMO, SC 29063

PROPERTY:  
840 S. 16TH AVE.  
MAYWOOD, IL 60153

PIN: 15-10-431-015 & 15-10-431-018

Property of Cook County Clerk's Office

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Prepared By:  
**Harbour Portfolio VI, LP**  
 P.O. Box 1996  
 Irmo, SC 29063  
 (803) 798-4666

Contract Expiration : **5/1/2041**  
 If payments are made in accordance  
 with the terms of this Agreement.

## **AGREEMENT FOR DEED** *(Land Contract)*

**THIS AGREEMENT FOR DEED** is entered into on this **6** day of **May, 2011** between **Harbour Portfolio VI, LP** hereafter known as the "Seller" and **Gregory Anderson & Angela Williams** hereafter known as the "Purchaser".

**WITNESSETH** that if Purchaser shall first make the payments and perform the covenant(s) hereafter described:

1. **SELLER** hereby covenant(s) and agree(s) to convey and assure to the Purchaser and his/hers/their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances, by a good and sufficient deed, the lot and piece of land, situated at: **840 S 16th Ave**, in the County of **Cook**, the city of **Maywood**, the State of **IL** and further known and described as follows, to-wit:

**SEE Attachment "A" FOR LEGAL DESCRIPTION OF PROPERTY**

2. **PURCHASER** hereby covenant(s) and agree(s) to pay to the Seller the sum of **Thirty One Thousand Seven Hundred Dollars and no/cents, (\$31,700.00)** in the manner as follows: **Five Hundred Dollars and no/cents, (\$500.00)**.

**THIS DOWN PAYMENT IS NON-REFUNDABLE** AA AW; (initial)

has been paid (prior to the release of this contract) on **5/6/2011** and the remaining **Thirty One Thousand Two Hundred Dollars and no cents (\$31,200.00)** shall be paid according to the terms of a "Promissory Note" of even date with interest at the rate of **Ten percent (10%)** per annum, payable monthly on the whole sum remaining from time to time unpaid;

**3. AND TO PAY ALL TAXES, assessments or impositions that may be legally levied or imposed upon said land and improvements and/or personal property as of the date of this Agreement for Deed (Land Contract).**

**4. AND TO KEEP THE BUILDINGS UPON SAID PREMISES INSURED BY SOME COMPANY SATISFACTORY TO THE SELLER**, and payable to the parties, respectively as their interest may appear in the sum not less than **Thirty One Thousand Two Hundred Dollars and no/cents (\$31,200.00)** during the term of this agreement.

**5. AND IF ANY TAXES, INSURANCE OR OTHER ASSESSMENTS** are not paid then this agreement is in default, and **at the option of the Seller**, the seller can pay said taxes, insurance or other assessments and add the payments made plus up to **50%** of that payment as penalty to the principal balance due.

**6. THE SALE OF THE PROPERTY** (and the term "Property") shall include all buildings and improvements on the property and all rights, title and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way, but no mineral interests.

**IT IS MUTUALLY AGREED**, by and between the parties hereto, that the Seller transfers the said property to the Purchaser in strictly "**AS IS**" condition without any condition disclosure statement. AA AW (initial)

and the **Purchaser(s)** are solely responsible for bringing the building and premises to a habitable condition within a reasonable period of time not exceeding **Four months (4)**, and maintaining

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the property in good state of repairs during the term of this agreement. Purchaser(s) may request an extension from the Seller by contacting prior to the four months deadline. **The purchaser(s) agrees to keep the premises neat and orderly and not conduct or allow to be conducted any illegal or offensive activities which might constitute a nuisance.**

7. **AND IN CASE OF FAILURE OF THE PURCHASER** to make any of the payments or any part thereof, or to perform any of the covenants hereby made and entered into, **or transfer of any ownership interest in this "Agreement"** by Purchaser, this contract, **at the option of the Seller**, may be forfeited and terminated, and the Purchaser shall forfeit all payments made by him/her/them on this contract; and such payments may be retained by the Seller in full satisfaction and liquidation of all damages sustained by them, and the premises aforesaid without being liable to any action therefore. And if agreement is placed with an attorney or other agent for collection by suit or otherwise due to default, Purchaser(s) will pay, on demand, any of said fees and related expenses that the Seller incurs. AA AW (initial)

8. **CONVERSION TO "MONTH TO MONTH" TENANCY**; upon the Seller exercising its right of termination as provided herein, all rights and interest hereby created and then existing in the Purchaser and in all Claiming Lender(s), the Purchaser shall wholly cease and terminate, and the Purchaser shall be deemed a "month to month" tenant. The Purchaser now known as "Tenant", agrees to surrender the said property to the Seller without demand, peaceful possession of said property in as good condition as it is now. Reasonable wear and tear alone accepted within thirty (30) days after notice of termination. After termination by the Seller pursuant to this paragraph; AA AW (initial)

9. **THE PURCHASER SHALL** then pay rent in an amount equal to the principal and the interest payment, in addition to any other agreed upon monthly assessments stated herein and the Purchaser acknowledges that the **Seller can initiate an action to evict the Purchaser immediately**. In the event the Purchaser neglects or refuses to surrender such possession it shall be lawful for the Seller to enter upon and take possession of the said property without notice and remove all persons and their personal property. Seller may, at their own option, cause a written declaration to be recorded in the office of the Clerk of Court of Cook County, to evidence the existence of his/hers/theirs election to terminate all rights hereunder in accordance herewith. Such declaration when so recorded shall be, as to all subsequent Purchasers or Tenants or encumbrances of the property or any part thereof, conclusive proof of default by the Purchaser and the Seller election to terminate all rights in the said property existing by reason of this agreement. All moneys paid by the Purchaser and all improvements constructed in or upon the said property shall be retained by the Seller as compensation for the use and occupancy thereof by the Purchaser, consideration for the execution of this Agreement and liquidation damages to the Seller for such default. The Seller in the event of default by the Purchaser, and both Parties hereby agree that these forfeitures are reasonable and are not intended as a penalty. AA AW (initial)

10. **THE PURCHASER ACKNOWLEDGES** that upon termination of this agreement by the Seller and Purchaser becomes a "month to month" tenant with a monthly rent equal to Two Hundred Seventy Three Dollars & 80/100 (**\$273.80**).

11. **IT IS MUTUALLY AGREED**, by and between the Parties hereto, that the time of each payment is essential part of this contract and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of respective parties. **At the option of the Seller, Purchaser** further agrees to convert these documents to a Deed and Mortgage and provide the seller updated financial information. **And it is further understood that the Deed will exclude any and all mineral interests**. The purchaser

(SELLER'S SIGNATURE)



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(PURCHASER SIGNATURES)  
(Acct# 41004288)

Michael Barrios  
Witness  
Print Name: MICHAEL BARRIOS

Gregory Anderson  
Gregory Anderson

Aracela Valentina  
Witness  
Print Name: Aracela Valentina

Angela Williams  
Angela Williams

(NOTARY SECTION)

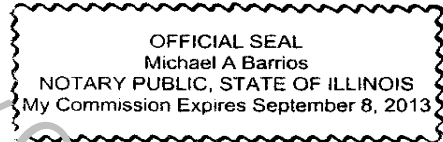
STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

### ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, do hereby certify that the purchaser, Gregory Anderson & Angela Williams herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN and subscribed before me on this  
20<sup>th</sup> day of MAY, 2011

Michael A. Barrios  
Notary's Signature  
Notary Public for the State of ILLINOIS  
My Commission Expires: 09-08-2013 (Seal)



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## ATTACHMENT "A" –LEGAL DESCRIPTION

THIS AGREEMENT is secured by the property listed below between Harbour Portfolio VI, LP and Gregory Anderson & Angela Williams:

Street Address: 840 S. 16<sup>th</sup> Ave  
Maywood, IL 60153

Description:

The south ½ of Lot 11 and all of Lot 10 (except the south two (2) feet) in the subdivision of Lot 2 in Block 3 in Proviso Land association additional to Maywood in section 10, Township 39 north, Range 12 east of the Third Principal Merida in Cook County, IL.

TMS# 15-10-431-015-0000 and 15-10-431-~~16~~-0000

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