



Doc#: 1403812011 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/07/2014 10:54 AM Pg: 1 of 5

PREPARED BY AND
After recording mail to:

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

RIGHT OF FIRST REFUSAL

This Right of First Refusal to Purchase Real Estate is made on this 17th day of JANUARY, 2014, by and between Habitat for Humanity Chicago South Suburbs, hereinafter referred to as the "SELLER", and JAVAZE HART and her 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: 17319 BURNHAM AVE LANSING, IL 6438

PERMANENT INDEX NUMBER(S): 30-29-110-048-0000

SEE ATTACHED LEGAL DESCRIPTION RIDER (EXHIBIT A)

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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 15 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.

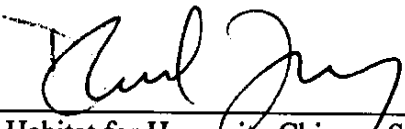
IX.

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 the 17th day of JANUARY, 2014.

Seller: 
Habitat for Humanity Chicago South Suburbs,
_____, its _____

Purchaser: 
JAVAZE HART

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STATE OF IL

COUNTY OF COOK

PERSONALLY appeared before me, the undersigned authority in and for county and state aforesaid, the within named JAVAZE HART

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 17th day of JANUARY, 2014

Maureen P. Sullivan
NOTARY PUBLIC

My Commission Expires:

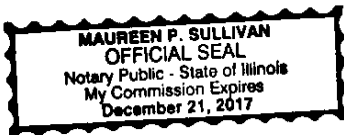
12/21/2017

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this the 17th day of JANUARY, 2014

Maureen P. Sullivan
NOTARY PUBLIC

My Commission Expires:

12/21/2017

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EXHIBIT 'A'

LEGAL DESCRIPTION:

LOT 7 AND LOT 8 IN BLOCK 3 IN BURNHAM-BERENICE ADDITION, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS:

17319 Burnham Avenue, Lansing, IL 60438

PERMANENT INDEX NUMBER:

30-29-110-048-0000

Property of Cook County Clerk's Office