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Rent to Own Agreement



This Rent to Own Agreement (this "Lease") is made effective as of January 01, 2023 ("Effective Date"), by and between Peter Vranesh ("Landlord"), and and the following tenants:

Donald Hale

(the "Tenant")

Subject to the terms and conditions stated below the parties agree as follows:

Doc# 2412109018 Fee \$176.00

ILRHSP FEE:\$18.00 RPRF FEE:\$1.00

CEDRIC GILES

COOK COUNTY CLERK'S OFFICE

DATE: 4/30/2024 3:16 PM

PAGE: 1 OF 10

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Home located on property Pin No(s): 29082060370000, 29082060380000, 29082060470000, including Garage (the "Premises") located at 14440 Sangamon, Harvey, Illinois 60426.

TERM. The lease term will begin on January 01, 2023 and will terminate on September 01, 2027. If the Purchaser fails to exercise the option by such time and date, the option will automatically terminate and the Seller will be entitled to retain the non refundable consideration stated below.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$900.00 per month, payable in advance on the first (1st) day of each month. Lease payments shall be made to Landlord at 20030 Delphi Drive, Olympia Fields, Illinois 60461, which location may be changed, in writing by Landlord, with a minimum of seven (7) days advanced notice to Tenant.

POSSESSION. Tenant shall be entitled to possession on the first (1st) day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a dwelling unit. ~~Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first (1st) day of the extended absence.~~

PETS. Tenant is permitted to have: N/A ~~No additional pets shall be allowed without the prior written consent of Landlord.~~

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

DAMAGE CAUSED BY TENANT. If any damage to the property shall be caused by their act or neglect, the Tenant shall forthwith repair such damage at their own expense, including damage to screens and windows where same is not covered by Landlord's insurance.

MAINTENANCE. Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability except that Tenant shall be responsible for: MAINTENANCE OF HOME INTERIOR AND EXTERIOR, HEATING /COOLING, PLUMBING, GARAGE AND SURROUNDING FIXTURES, AND AREAS. RECEIPTS FOR ALL WORK DONE BY CONTRACTORS, AVAILABLE UPON REQUEST. Tenant must notify Landlord within twenty-four (24) hours of any condition requiring maintenance.

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not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

MECHANICS LIENS. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

OPTION TO PURCHASE. Tenant, upon satisfactory performance of this Lease, shall have the option to purchase the real property described herein for a purchase price of \$50,000.00, provided that the Tenant timely executes the option to purchase and is not in default of the Lease Agreement. Thereafter, each of the parties shall promptly execute any and all further instructions or other documents including a Sale Agreement which may be reasonably required for purchase of the real property. The Landlord shall credit towards the purchase price at closing the sum of \$900.00 from each monthly lease payment that the Tenant timely made.

TITLE. Landlord agrees to deliver, and Tenant agrees to accept, title to the Premises subject only to (a) a lien for taxes and assessments levied against the Premises, (b) any covenants, conditions, restrictions, easements, right, rights-of-way of record, and (c) such other exceptions as Landlord and Tenant approve in writing. Landlord shall deliver to Tenant a preliminary title report within thirty (30) days after Tenant's exercise of the option.

NOTICE REQUIRED TO EXERCISE OPTION. To exercise the Option to Purchase, the Tenant must deliver to the Landlord, a written notice of Tenant's intent to purchase, not less than _____ days prior to the expiration of the Lease Term. In addition, the written notice must specify a valid closing date. The closing date must occur before the original expiration date of the Lease Agreement.

OPTION CONSIDERATION. Nonrefundable option consideration in the amount of \$0.00 paid by the Tenant as consideration for this Option to Purchase Agreement, shall be credited to the purchase price at closing if the Tenant timely exercises the option to purchase. If the Tenant doesn't exercise the option to purchase, the Tenant shall forfeit the nonrefundable option consideration.

EXCLUSIVITY OF OPTION. This Option to Purchase Agreement is exclusive and non-assignable and exists solely for the benefit of the named parties above. Should Tenant attempt to assign, convey, delegate, or transfer this option to purchase without the Landlord's express written permission, any such attempt shall be deemed null and void.

CLOSING AND SETTLEMENT. Tenant agrees that closing costs in their entirety, including any points, fees, and other charges required by the third-party lender, shall be the sole responsibility of Tenant. The only expense related to closing costs apportioned to Landlord shall be the pro-rated share of the property taxes due at the time of closing, for which Landlord is solely responsible.

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UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services in connection with the Premises for the term of this Lease.

TAXES. Landlord shall pay all real estate taxes which may be levied against the Premises.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Landlord, in its sole discretion may elect to repair the Premises or terminate the Lease upon thirty (30) days' written notice to Tenant. If the Premises are condemned or cannot be repaired, this Lease will terminate upon twenty (20) days' written notice by either party.

HABITABILITY. Tenant, or an authorized agent on Tenant's behalf, has inspected the Premises and fixtures and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provision of law to the contrary, if Tenant fails to cure any financial obligation within RENT MUST BE PAID IN THE MONTH THAT IT IS DUE. days (or any other obligation within 30 DAY DELINQUENCY WILL FOREFEIT THE CONTRACT TO PURCHASE. EVICTION PROCEEDINGS WILL BEGAIN. days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease.

LATE PAYMENTS. For any payment that is not paid within 5 BUSINESS DAYS AFTER THE 1ST OF EACH MONTH. VOLATION OF THE TERMS WILL RESULT IN A 500.00 REINSTATEMENT FEE OF THE RENT TO OWN CONTRACT. days after its due date, Tenant shall pay a late fee of \$50.00, or as otherwise provided by applicable law.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to 150% of the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged the maximum amount allowable under applicable law for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling, at Tenant's expense, that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises, at Tenant's expense, that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of Landlord, which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove, or at the request of Landlord, shall remove such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent, which shall not be unreasonably withheld, Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does

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FINANCING DISCLAIMER. THE PARTIES ACKNOWLEDGE THAT IT IS IMPOSSIBLE TO PREDICT THE AVAILABILITY OF OBTAINING FINANCING TOWARDS THE PURCHASE OF THIS PROPERTY. OBTAINING FINANCING SHALL NOT BE HELD AS A CONDITION OF PERFORMANCE OF THIS OPTION TO PURCHASE AGREEMENT. THE PARTIES FURTHER AGREE THAT THIS OPTION TO PURCHASE AGREEMENT IS NOT ENTERED INTO IN RELIANCE UPON ANY REPRESENTATION OR WARRANTY MADE BY EITHER PARTY.

REMEDIES UPON DEFAULT. If Tenant defaults under this Option to Purchase Agreement or the Lease Agreement, then in addition to any other remedies available to Landlord in accordance with Illinois law, Landlord may terminate this Option to Purchase by giving written notice of the termination. If terminated, the Tenant shall lose entitlement to any refund of rent or option consideration. For this Option to Purchase Agreement to be enforceable and effective, the Tenant must comply with all terms and conditions of the Lease Agreement.

ACKNOWLEDGMENTS. The parties are executing this Option to Purchase Agreement voluntarily and without any duress or undue influence. The parties have carefully read this Option to Purchase Agreement and have asked any questions needed to understand its terms, consequences, and binding effect and fully understand them and have been given an executed copy.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

Peter Vranesh
20030 Delphi Drive
Olympia Fields, Illinois 60461

TENANT:

Donald Hale
14440 Sangamon
Harvey, Illinois 60426

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Illinois.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by both parties.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

CERTIFICATE OF COMPLIANCE. Pursuant to 765 Ill. Comp. Stat. Ann. 75/2, Landlord has not received any notice of a dwelling code violation from any governmental authority. If Landlord has received any such notice or notices, a list of the violations, along with their notices and statements will be made available to the Tenant.


BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

By: 
Peter Vranesh

Date: 1-5-23

TENANT:

By: 
Donald Hale

Date: 1-9-23

Property of Cook County Clerk's Office

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2.

MAINTENANCE:

All Past Due Rent, totaling 5 MONTHS, must be used for maintenance, repairs as required and determined for property. Receipts for all work should be kept and filed to be made available upon request. The tenant is responsible for daily upkeep and cleanliness of the property.

Tenant, Donald Hale is responsible for all maintenance and repairs, which comply with ordinances by the city of Harvey, and the State of Illinois. Receipts for all work performed on 14440 Sangamon should be received from contractors and made available upon request.

Note: Rent payments must not be used, or applied for maintenance, or any other items.

HEIRSHIP:

Donald Hale can provide the name of person(s) to which this agreement will be extended to upon his death. The person(s) named will have the same provisions granted to Donald Hale.

Donald Vander Hale and/or Rance Hale.
 my son my son

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ADDENDUM TO RENT TO OWN CONTRACT

PURCHASE:

The contract agreement includes the property at 14440 Sangamon, Harvey, IL 60426 for the purchase price of \$50,000. After all sums of rent of 900.00 totaled to purchase price, the deed shall be made available to Donald Hale.

PAYMENT OF RENT:

Rent payments are to be made and sent by Certified mail within the same month it is due. Upon payment a detailed receipt will be mailed to the tenant.

Note: No excuse will be accepted for the nonpayment of rent.

TAXES:

All Taxes for Property will be paid by Peter Vranesh.

INSURANCE:

Insurance will be paid by Peter Vranesh, listing Peter Vranesh, as the Beneficiary of Policy. All Relatable Repairs or Reconstruction will be performed as specified within the coverage of the Home Insurance Policy.

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3.

Peter Vranesh designates Debra Bush as his heirship upon his death as the foreseer of this agreement. Thus, all rental payments will be made payable to Debra Bush, and she will have the same rights, and responsibilities as Peter Vranesh for 14440 Sangamon, Harvey, IL. 60426

Note: If rent is not Paid in Full by Heir(s) within 30 days of Donald Hale's death, this contract will be deemed Null and Void.

Property Owner: [Signature] Date: 1-5-23

Tenant: [Signature] Date: 1-9-23

Witness(s) Albert Morrow date 1-9-23
Albert Morrow date 1-9-23

Note: Any violation of agreement will begin Eviction Process.

Prepared by: Debra S. Bush

Mail To : Debra S. Bush
405 W. 15TH Street
Chicago Heights, IL. 60411

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April 30, 2024

Cook County Recorder's Office

Request the official recording of this Rent to Own Document for the Property Located At:

14440 Sangamon, Harvey, IL. 60426

Pin Numbers of Property: 29-08-206-037-0000,
29-08-206-038-0000,
29-08-206-047-0000.

The following legal description of the Property is:

THE SOUTH 1/2 OF LOT 23 AND ALL OF LOTS 24 AND 25 IN BLOCK "D" IN ACADEMY ADDITION TO HARVEY, A SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CALUMET RIVER AND WEST OF THE ILLINOIS CENTRAL RAILROAD, AND OF ALL THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CALUMET RIVER, EXCEPTING THAT PART OF SAID NORTHEAST 1/4 LYING SOUTH OF THORNTON ROAD AND EXCEPTING ALSO THE SOUTH 35 ACRES OF THE EAST 1/2 OF THE WEST 1/2 OF SAID NORTHEAST 1/4, IN COOK COUNTY.

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AFFIDAVIT FOR CLERK'S LABELING OF SIGNATURES AS COPIES

REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS 5/3-5013

I, Debra S. Bush, being duly sworn, state that I have access to the copies of the attached
(print name above)

document(s), for which I am listing the type(s) of document(s) below:

RENT to Own Contract
(print document types on the above line)

which were originally executed by the following parties whose names are listed below:

Peter P. Kranesh
(print name(s) of executor/grantor)

Donald Hale
(print name(s) of executor/grantee)

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

Administrator of Estate / Beneficiary
(print your relationship to the document(s) on the above line)

OATH REGARDING ORIGINAL

I state under oath that the original of this document is now LOST or NOT IN POSSESSION of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was NOT INTENTIONALLY destroyed, or in any manner DISPOSED OF for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

[Signature]
Affiant's Signature Above

April 30, 2024
Date Affidavit Executed/Signed

THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE

Apr. 30 2024
Date Document Subscribed & Sworn Before Me

[Signature]
Signature of Notary Public



SPECIAL NOTE: This is a courtesy form from the Cook County Clerk's Office, and while a similar affidavit is necessary for photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document. Additionally, any customer seeking to record a facsimile or other photographic or photostatic copy of a signature of parties who had executed such a document has the option to include this Affidavit in the recording, at their own expense if such expense is incurred, as an "EXHIBIT" and NOT the coverpage. However, this affidavit is NOT required to be recorded, only presented to the Clerk's Office as the necessary proof required before the recorder may record such a document. Finally, the recorded document WILL be stamped/labeled as a copy by the Clerk's Office prior to its recording.