

2018

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### Recommended Citation

James Naughton, *A Reflection on the Contracts Buyers League: A History of Resistance to Inequitable Housing in Chicago*, 24 Pub. Interest L. Rptr. 1 (2018).

Available at: <https://lawecommons.luc.edu/pilr/vol24/iss1/2>

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## A Reflection on the Contracts Buyers League: A History of Resistance to Inequitable Housing in Chicago

James Naughton\*

### INTRODUCTION

The historian Thomas Philpott once described Chicago's "ghetto," which "was a place where segregation was practically total, essentially involuntary, and also perpetual."<sup>1</sup> As America faced the Financial Crisis of 2008 and the housing market plummeted, many Americans failed to realize this housing crisis was only a relatively small page in a long history of housing crises.<sup>2</sup> Many homebuyers, reeling from the effects of subprime mortgages, foreclosure, and bankruptcy, found themselves facing a problem that traces its roots back to the Second Great Migration and Chicago's "ghetto."<sup>3</sup> Americans whose credit was ruined by the financial crisis confronted banks that were unwilling or unable to give them loans, mortgages, or any of the traditional financial devices that paved the way to a middle-class lifestyle.<sup>4</sup> The lack of traditional routes of credit expanded, not reopened as some would argue, the path for investors to offer what historians and legal scholars call "contracts for deed."<sup>56</sup> Contracts

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\* James Naughton holds a JD from Loyola University Chicago School of Law and serves as a federal law clerk in the Northern District of Illinois. The author would like to thank Mr. Jack Macnamara for his input on this article and his enduring commitment to seeing equitable housing for all. The author would also like to thank Professor Mary Bird for her input and connecting him to Mr. Macnamara.

<sup>1</sup> Thomas Lee Philpott, *THE SLUM AND THE GHETTO: IMMIGRANTS, BLACKS, AND REFORMERS IN CHICAGO, 1880-1930* XX (Oxford University Press, 2nd Ed. 1991).

<sup>2</sup> *Id.* at 24.

<sup>3</sup> Arnold Hirsch, *MAKING OF THE SECOND GHETTO* L294 (University of Chicago Press, Kindle Edition 1998) (Hirsch, as well as most historians, point to the period after World War II as the "Second Great Migration" of African-Americans from the South to the North. This Second Great Migration was triggered by a boom in the economy, promises of greater freedoms and mobility, and better living conditions).

<sup>4</sup> Matthew Goldstein and Alexandra Stevenson, *Market for Fixer-Uppers Traps Low-Income Buyers*, N.Y. TIMES (Feb. 20, 2016), <http://www.nytimes.com/2016/02/21/business/dealbook/market-for-fixer-uppers-traps-low-income-buyers.html> (Goldstein and Stevenson's article has a helpful discussion of how banks, after the financial crisis, retreated from lending to those with poor credit. The authors point to this creating an opportune time for investors to swoop in with contracts for deeds. One important point that the authors fail to mention is that this process began long before the financial crisis of 2008).

<sup>5</sup> Beryl Satter, *FAMILY PROPERTIES: HOW THE STRUGGLE OVER RACE AND REAL ESTATE TRANSFORMED CHICAGO AND URBAN AMERICA* 3-5 (Henry Holt and Company, 2nd Ed. 2010).

for deed have a long history of negatively impacting low-income and minority consumers and are now flourishing as the rest of America falls into the lull of the post-2008 financial recovery. This article attempts to situate contracts for deed in their historical context to debunk any misconception that contracts for deed are post-2008 phenomena.

While contracts for deed have a decades-long history, this article will also explore their reemergence in the post-2008 financial recovery. The National Consumer Law Center stated in its *Report on Toxic Transactions*, that an estimated three and a half million individuals were buying homes through land contracts in 2009.<sup>7</sup> In one stark example, between 2007 and 2013, contracts for deed sales increased by fifty percent in the Twin Cities.<sup>8</sup> It comes as no surprise to historians and legal scholars alike that this behind-the-scenes market has continued to exist, thrive, and even expand throughout the financial crisis.<sup>9</sup> This crisis has not been met with effective consumer protections, federal or state regulations, or even more than a passing glance by most consumer protection agencies until recently.<sup>10</sup> As America continues its recovery, our society cannot afford to forget, again, the issues confronted by millions of Americans trying to buy homes on contract.<sup>11</sup>

This article will first address the background of contracts for deeds to situate them in the proper historical context. Part II will focus on a movement in the North Lawndale neighborhood of Chicago, the Contracts Buyers League, and the resistance to buying on contract. Part III will discuss Illinois's legislative response and look forward to a future without contracts for deeds.

### SEIZING ON THE SECOND GREAT MIGRATION

To understand contracts for deed now, it is crucial to understand them during the post-World War II era. The first “Great Migration” of southern blacks to northern cities occurred between 1890 and 1930.<sup>12</sup> Following the

<sup>6</sup> Scholars and historians have used the terms “contracts for deed” or “land contract sale” interchangeably as will this article.

<sup>7</sup> Jeremiah Battle et al., *Toxic Transactions: How Land Installment Contracts Once Again Threaten Communities of Color*, NAT'L CONSUMER L. CTR. (July 2016), <https://www.nclc.org/images/pdf/pr-reports/report-land-contracts.pdf>.

<sup>8</sup> *Id.* at 2.

<sup>9</sup> Emily Badger, *Why a Housing Scheme Founded in Racism is Making a Resurgence Today*, CHICAGO TRIBUNE, May 16, 2016.

<sup>10</sup> Matthew Goldstein & Alexandra Stevenson, *Contract for Deed Lending Gets Federal Scrutiny*, THE NEW YORK TIMES, May 10, 2016.

<sup>11</sup> Badger, *supra* note 9.

<sup>12</sup> Hirsch, *supra* note 3 at L294.

end of World War II, the second Great Migration occurred and large numbers southern blacks moved to northern cities including Chicago.<sup>13</sup> Chicagoans reacted differently to the second Great Migration. In the “liberal” Hyde Park neighborhood, some residents used buzzwords like redevelopment or urban renewal to hide their campaign against minority homebuyers.<sup>14</sup> Other white Chicagoans, without access to legal means such as zoning or eminent domain, reacted with violence and rioting to prevent black homebuyers from accessing their housing stock.<sup>15</sup> Coupled with a massive housing shortage, would-be black homebuyers found themselves forced into housing that was “overcrowded, aged, and deteriorating.”<sup>16</sup> The combination of concentrated pockets of minority groups caused by *de jure* and *de facto* segregation and a lack of access to credit led to the introduction of contracts for deed by unscrupulous lenders.<sup>17</sup>

A contract for deed is a legal document, typically entered into between seller and buyer, that operates as an installment-plan for home-buying.<sup>18</sup> A buyer agrees to pay a seller over several years to obtain the deed for the property and also agrees to pay property taxes, interest on the loan, and any repairs.<sup>19</sup> While contracts for deeds sound similar to traditional mortgages, they lacked consumer protection.<sup>20</sup> Contracts for deed carried higher down payments and monthly payments than the mortgages offered to white consumers.<sup>21</sup> Moreover, defaulting on a contract for deed led to eviction, not

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<sup>13</sup> *Id.* at L328.

<sup>14</sup> *Id.* at L3374 (Hirsch argues that urban development and renewal generally meant that land, which may have been purchased by minority consumers, was shut off by high rents, destruction of cheap housing, and the University of Chicago’s campaign of purchasing and converting property to university buildings. This process foreclosed, for that era and beyond, any movement across Washington Park into other portions of Hyde Park).

<sup>15</sup> *Id.* at L1158-1159.

<sup>16</sup> *Id.* at L484.

<sup>17</sup> Satter, *supra* at 5 (Satter traces the exploitation of limited access to credit from the Reconstruction era and sharecropping all the way to our modern subprime mortgage crisis).

<sup>18</sup> *Id.* at 4.

<sup>19</sup> *Id.*

<sup>20</sup> ILLINOIS LEGAL AID ONLINE, CONTRACT FOR DEED HOME BUYER’S RIGHTS AND OBLIGATIONS, <https://www.illinoislegalaid.org/legal-information/contract-deed-home-buyers-rights-and-obligations>.

<sup>21</sup> Satter, *supra* note 5 at 38-41 (noting while the terms of a contract for deed were around \$750 down and \$110 a month for a home in the often overcrowded south side of Chicago, white consumers were buying homes in the suburbs for a \$550 down payment and mortgage payments of \$29.61 a month).

foreclosure<sup>22</sup> and consumers built no equity through their investment.<sup>23</sup> The loss for black consumers was astounding.<sup>24</sup> As writer Beryl Satter points out, scholars have estimated that Chicago's black population lost a million dollars a day due to these contracts.<sup>25</sup> Beryl Satter's father, Mark Satter, one of the few attorneys working for black consumers, estimated that "eighty-five percent of the properties purchased by blacks were sold on contract."<sup>26</sup> Black homebuyer's lack of access to credit, total absence of consumer protection laws for low-income black buyers, and white complicity or collusion ensured the continuation of a system that caused black consumers to lose millions of dollars a day.<sup>27</sup>

The fleecing of black consumers in Chicago after the Second Great Migration was part and parcel of the creation of a dual-housing market.<sup>28</sup> The National Board of Real Estate stated in its code of ethics that a "[r]ealtor should never be instrumental in introducing into a neighborhood. . .any race or nationality. . .whose presence may be detrimental to property values."<sup>29</sup> This was understood by sellers and buyers alike to mean that black, ethnic, and low-income homebuyers were to be kept away from other neighborhoods by any means necessary, legal or otherwise.<sup>30</sup> The dual-housing market was perpetuated by federal government policies that favored white consumers and disfavored or completely disallowed non-white involvement in the traditional home-buying market.<sup>31</sup> The Federal Housing Authority ("FHA") was essential in insuring loans to white consumers and the FHA's backing on loans meant that white consumers were receiving loans with low interest rates.<sup>32</sup> Mean-

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<sup>22</sup> *Id.* at 4 (Noting that since one did not own the deed, that sellers and investors could move for eviction rather than foreclosure. Satter provides an example of one speculator who had filed for 69 repossessions on properties in 1956 alone).

<sup>23</sup> *Id.*

<sup>24</sup> *Id.* at 5.

<sup>25</sup> *Id.* at 5.

<sup>26</sup> *Id.* at 4.

<sup>27</sup> *Id.*

<sup>28</sup> Ta-Nehisi Coates, *The Case for Reparations*, THE ATLANTIC (June 2014) (Coates outlines the dual housing markets and concludes that the housing market was "rooted in Chicago's long history of segregation, which created two housing markets—one legitimate and backed by the government, the other lawless and patrolled by predators." This dual housing market, as Coates and Satter both allude to was part of a combination of white racism, resistance, and non-existent consumer protection).

<sup>29</sup> *Id.*

<sup>30</sup> *Id.*

<sup>31</sup> Satter, *supra* note 5 at 41.

<sup>32</sup> *Id.*

while, the FHA used appraiser maps that were ranked from highest, A or green, to lowest, D or red.<sup>33</sup> If a single African-American homebuyer or renter resided in an area, those areas were marked either C or D, the lowest rankings of neighborhoods.<sup>34</sup> This is where the term “redlining” originated.<sup>35</sup> The FHA would routinely deny mortgage insurance in redlined areas or, in essence, to blacks.<sup>36</sup>

The FHA was not the only organization that denied black consumers access to insured mortgages.<sup>37</sup> The Veterans Administration (“VA”) also turned away black consumers as they applied for mortgages in redlined areas or applied for VA-insured loans on homes that were tens of thousands of dollars above their appraised value.<sup>38</sup> The lack of insured mortgages for black civilians and the abysmal treatment of black veterans by the VA ensured that black homebuyers would be forced to buy from unscrupulous lenders and received no federal or state oversight of the contracts that they entered with their lenders.<sup>39</sup> In essence, this process ensured those willing to sell on contract would see a constant flow of black customers with no federal or state oversight to protect them.

These homebuyers may have been forgotten by the federal government and their white counterparts, but not by everyone.<sup>40</sup> Local communities were able to rally around individuals like Reginald Kent, who had purchased a building on contract that was worth \$14,000, but whose contract was for \$21,000.<sup>41</sup> Black consumers engaged in grassroots activism in this era and struggled against the obstacles placed by state and federal governments as well as factions within the white community.<sup>42</sup> Many historians and legal scholars have overlooked these expressions of black homebuyer agency as indicating

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<sup>33</sup> *Id.*

<sup>34</sup> *Id.*

<sup>35</sup> *Id.*

<sup>36</sup> *Id.* at 42 (Satter has a more detailed discussion of the process of redlining and the challenges to it in her monograph. This is an abbreviated version of the redlining process and by no means is meant to replace the voluminous scholarship that has been written about the process.)

<sup>37</sup> *Id.* at 348.

<sup>38</sup> *Id.* at 348-49 (Another reason black homebuyers were turned away by the VA was that the homes they applied for a loan on were often being sold at three or even five times the amount that they would appraise for. The VA refused to extend loans for homes that were appraised that much higher than their own independent appraisal).

<sup>39</sup> *Id.*

<sup>40</sup> *Id.* at 86.

<sup>41</sup> *Id.*

<sup>42</sup> *Id.* at 274 (offering one example where over six hundred of the Contracts Buyers League families had withheld payments on their contracts to their sellers in a showing of solidarity).

*active* participation in forming grassroots consumer interest groups, which overtime were able to “continually redefine and reshape the ‘ghetto,’ through institutions” or direct action.<sup>43</sup> Instead, historians and legal scholars often look at black homebuyers as passive agents responding to the conditions of their community – a view which strips the agency of these individuals.<sup>44</sup> The agency of black consumers was able to influence Supreme Court decisions such as *Shelley v. Kraemer*,<sup>45</sup> which held that judicial enforcement of restrictive covenants violated the Equal Protection Clause of the Fourteenth Amendment.<sup>46</sup> The next section will explore the grassroots consumer group movements who wrote their own chapter in the long history of the American housing crisis.

#### THE CONTRACTS BUYERS LEAGUE AND OTHER RESISTANCE

Those that trace the origin of the housing crisis and minority consumers’ difficulties in securing housing to the 2008 subprime mortgage crisis are only touching on the latest in a long chapter of issues faced by minority homebuyers. The 2008 subprime mortgage crisis hit low-income and minority communities in what has been described as a “reverse redlining,” where mortgage providers singled out these communities for high-cost, high-interest yielding, and high risk mortgages.<sup>47</sup> Groups like the National Association for the Advancement of Colored People (NAACP) filed a lawsuit against several mortgage providers for steering minority consumers into subprime mortgages in California.<sup>48</sup> The NAACP’s complaint alleged that lenders sold “subprime residential mortgages to African Americans who qualify for prime residential mortgages at grossly unfavorable terms compared to Caucasians who continue to receive better terms than their African American counterparts.”<sup>49</sup> In addi-

<sup>43</sup> Jeffrey Helgeson, *CRUCIBLES OF BLACK EMPOWERMENT: CHICAGO’S NEIGHBORHOOD POLITICS FROM THE NEW DEAL TO HAROLD WASHINGTON 18-20* (The University of Chicago Press, 1st Ed. 2014).

<sup>44</sup> *Id.*

<sup>45</sup> *Shelley v. Kraemer*, 68 S.Ct. 836, 847 (1948) (*Shelley* was decided during the Second Great Migration and is a powerful example of the law being used to protect consumers).

<sup>46</sup> *Id.* at 847.

<sup>47</sup> Manny Fernandez, *Study Finds Disparities in Mortgages by Race*, *THE NEW YORK TIMES* Oct. 15, 2007. (Fernandez talks about the Jamaica, Queens neighborhood in New York as one of many examples. Fernandez found that 46 percent of the mortgages issued in Jamaica, Queens, a predominately black neighborhood were subprime.)

<sup>48</sup> *Id.*; *National Ass’n for the Advancement of Colored People v. Ameriquest Mortgage Company et al.*, 653 F.Supp.2d 1096 (C.D. Cal. 2009).

<sup>49</sup> Second Amended Complaint at 23, *National Ass’n for the Advancement of Colored People v. Ameriquest Mortgage Company et al.*, 653 F.Supp.2d 1096 (C.D. Cal. 2009).

tion, the NAACP's complaint alleges that lenders actively marketed subprime residential loans directly to consumers, provided financial incentives to mortgage brokers to steer consumers into subprime residential mortgages, and did not provide meaningful review of loan applications to determine if the applicant qualified for a prime residential mortgage loan.<sup>50</sup>

While the NAACP's and other organizations' efforts stand out in our current crisis, community groups, in neighborhoods like North Lawndale in Chicago, fought against similar practices some fifty years ago.<sup>51</sup> At the time, Chicago's dual housing market was creating one of the most segregated cities in the country.<sup>52</sup> As communities once comprised of white, ethnic homeowners transitioned to black occupancy, the rise of buying and selling on contract followed closely on heel.<sup>53</sup> In Chicago, the standard contract for deed forms, which had been approved by the Chicago Bar Association, allowed purchasers to take immediate possession of the home but also gave them no equity or title.<sup>54</sup> In response to the rise of contract sales, a group of community members, including Jesuit priests, Rabbis, students, and concerned consumers, started a grassroots movement against unfair consumer practices.<sup>55</sup>

This ragtag group of clerics and students began in January 1968 as part of a series of meetings between a Jesuit seminarian, Jack Macnamara, and community members in North Lawndale.<sup>56</sup> Macnamara was part of a group of seminarians who were sent to the Lawndale neighborhood and through his discussions with the community's residents, learned of the plague of buying on contract.<sup>57</sup> During the summer of 1967, Macnamara and his group spent hours listening to the everyday injustices that community members faced from infrequent garbage service to a lack of play space for their children.<sup>58</sup> Macnamara's group responded, but it was one issue, seemingly lurking be-

<sup>50</sup> *Id.* at 24.

<sup>51</sup> Satter, *supra* note 5 at 5 (Satter's monograph focuses on her father's experiences as a lawyer working against contracts for deeds and filing a variety of suits on behalf of contract buyers. Satter also includes a discussion of the Contract Buyers League, a grassroots organization that started in North Lawndale, that fought against contracts sellers, renegotiated contracts, and acted as a sort of consumer rights protection group).

<sup>52</sup> *Id.*

<sup>53</sup> *Id.*

<sup>54</sup> *Id.* at 53.

<sup>55</sup> *Id.* at 58.

<sup>56</sup> *Id.*

<sup>57</sup> Barbara Brotman, *Decades Later, black homebuyers' battle for justice back in spotlight*, CHICAGO TRIBUNE (July 25, 2015), <http://www.chicagotribune.com/news/ct-contract-buyers-league-20150724-story.html>.

<sup>58</sup> Satter, *supra* note 5 at 238-9.

tween the surface of almost every household in Lawndale, that would soon attract all of Macnamara's attention.<sup>59</sup>

That issue was contract buying.<sup>60</sup> Macnamara first heard of it in 1967 from one of his parishioners, Ozirea Arbertha, who was paying \$240 a month – a whopping \$1,761.21 today on contract.<sup>61</sup> Macnamara and his group, horrified by their discovery, spent “hundreds of hours” in City Hall or at Chicago Title and Trust, and found that almost every family on certain blocks were buying on contract, but nobody was talking about it.<sup>62</sup> In January 1968, Macnamara's group convinced a group of contract buyers to meet at the local church, Presentation Church, and formed what would later be known as the Contract Buyers League (CBL).<sup>63</sup>

These meetings started with about a dozen contract buyers and soon swelled to 400 to 500 attendees.<sup>64</sup> The CBL organized buyers, and attempted to re-negotiate with sellers and succeeded in some cases.<sup>65</sup> The league also picketed the homes and offices of sellers, and perhaps most famously, organized a payment strike.<sup>66</sup> By 1969, 553 CBL families were withholding rent, 261 were threatened with eviction, and Macnamara and his team had raised almost \$180,000 to appeal evictions.<sup>67</sup> The CBL kept dozens of families in their homes and saved them an average of \$14,000 after renegotiating with their sellers.<sup>68</sup>

While the CBL helped contract buyers in the 1960s, its legacy is currently threatened.<sup>69</sup> In 2009, a growing number of companies such as Harbour, Vision, and Battery Point began buying properties in Cook County and selling

<sup>59</sup> *Id.* at 58.

<sup>60</sup> *Id.*

<sup>61</sup> Satter, *supra* note 5 at 239.

<sup>62</sup> *Id.* at 242.

<sup>63</sup> *Id.* (See Sater's Monograph, *Family Properties, How The Struggle Over Race and Real Estate Transformed Chicago and Urban America*, for much more in-depth coverage of the formation of the Contract Buyers League.)

<sup>64</sup> *Decades Later, black homebuyers' battle for justice back in spotlight, supra* at 43.

<sup>65</sup> John Wolf, *Contracts Buyers League*, <http://contractbuyersleague.blogspot.com/>.

<sup>66</sup> *Id.*

<sup>67</sup> Satter, *supra* note 5 at 294.

<sup>68</sup> *Id.* at 376.

<sup>69</sup> Rebecca Burns, *The infamous practice of contract selling is back in Chicago*, CHICAGO READER March 1, 2017, <https://www.chicagoreader.com/chicago/contract-selling-redlining-housing-discrimination/Content?oid=25705647> (Discussing the resurgence of contracts for deed in Cook County as companies have begun to spring up to replace older lenders in the contracts for deed industry.)

them to predominantly black homebuyers on contract.<sup>70</sup> These companies, following in the footsteps of their predecessors, “require customers to purchase properties ‘as is’ and make all repairs in addition to paying property taxes and home owners insurance.”<sup>71</sup> And perhaps most unsurprisingly, these companies enter into agreements where they are “often [able to] declare a customer in default as soon as she misses a single payment.”<sup>72</sup> These are the same provisions that the CBL fought against in the 1960s and unfortunately signals for many would-be black homebuyers in Illinois that contract buying is still alive and well.<sup>73</sup>

### ILLINOIS’S LEGISLATIVE RESPONSE

For Carolyn Smith, an Austin neighborhood resident, contract buying is a reality.<sup>74</sup> Ms. Smith bought her home in 2011 with a down payment of \$900 and agreed to pay \$34,025 over 30 years with a 10 percent interest rate.<sup>75</sup> Since the average interest rate on a mortgage in 2011 was around 4.5 percent, Ms. Smith faces an incredible challenge.<sup>76</sup>

Illinois has recently responded to these challenges with the Installment Sales Contract Act.<sup>77</sup> The act, which was signed into law on August 25, 2017, covers any individual or legal entity that enters into contracts for deed more than three times during a year.<sup>78</sup> The act covers a range of issues faced by contract buyers.<sup>79</sup> The act requires contracts to disclose the interest rate being charged, the amount of any balloon payments, and the fair cash value of the property as defined in the Property Tax Code.<sup>80</sup> Additionally, the act requires sellers to provide buyers with an “installment sales contract disclosure” prepared by the Illinois Attorney General and wait three days before executing the contract.<sup>81</sup>

<sup>70</sup> *Id.*

<sup>71</sup> *Id.*

<sup>72</sup> *Id.*

<sup>73</sup> *Id.*

<sup>74</sup> *Id.*

<sup>75</sup> *Id.*

<sup>76</sup> HSH’s *National Monthly Mortgage Statistics: 1986 to 2016*, HSH Associates Financial Publishers, <http://www.hsh.com/monthly-mortgage-rates.html>.

<sup>77</sup> Public Act 100-0416.

<sup>78</sup> *Id.* (Section 5, “Seller”).

<sup>79</sup> Public Act 100-0416

<sup>80</sup> *Id.* at Section 10, C1-28 (See the full text of the law for all of the provisions).

<sup>81</sup> *Id.* at Section 10, C27.

The act also protects buyers who miss a payment by allowing buyers a ninety day period to cure a default.<sup>82</sup> The act further eliminates the requirement that contracts be five years in length to qualify for a foreclosure, but leaves in place the requirement that 20% of the contract be paid.<sup>83</sup> The 20% requirement survived after lobbying by the Illinois Realtor's Association, and otherwise would have been reduced to 10%.<sup>84</sup> While a difference of 10% may not seem like much, for homebuyers like Carolyn Smith, the savings can be thousands - for Ms. Smith it is \$3,402. In essence, the law still makes poor, predominantly minority home buyers pay \$3,402 before they can qualify for foreclosure protection, a protection given by right to any other mortgagee.

While Illinois inches towards protecting these homebuyers, it is not doing enough. States like Oklahoma treat contract for deed as mortgages and prohibit the eviction of residents.<sup>85</sup> Illinois must go further if it wishes to eliminate this plight on poor, black homebuyers. For example, the state would provide relief to hundreds of families by closing loopholes which allow for exorbitant interest rates and for \$3,402 being a barrier to foreclosure protection. Further, the Illinois law could disallow contract for deed sellers to require buyers to pay property taxes – a burden that is generally shared by the mortgagee, which, as discussed above, a contract buyer simply is not. Ultimately, Illinois should aim to end the exploitive process of contract for deed by treating contracts as mortgages and providing the state's protection to all people. After all, "charity begins at home, and justice begins next door" – let's start at our statehouse.<sup>86</sup>

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<sup>82</sup> *Id.* at Section 10, C27

<sup>83</sup> *Legislation to Protect Rent-to-Own Homebuyers Passes Illinois General Assembly*, HOUSING ACTION ILLINOIS (June 1, 2017), <http://housingactionil.org/2017/06/01/legislation-to-protect-rent-to-own-homebuyers-passes-illinois-general-assembly/>.

<sup>84</sup> Illinois Realtors, *State Capital Report*, <http://www.illinoisrealtor.org/node/4223>.

<sup>85</sup> Burns, *supra* note 52.

<sup>86</sup> Charles Dickens, *THE LIFE AND ADVENTURES OF MARTIN CHUZZLEWIT*, 873 (Project Gutenberg 2017).