ORDINANCE NO. 2015-O-032

AN ORDINANCE APPROVING A REAL ESTATE PURCHASE CONTRACT FOR THE VACANT PROPERTY LOCATED AT 6730 NORTH STREET

Published in pamphlet form this 18th day of August, 2015, by Order of the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois.

By: [Signature]

PATRICK E. REA
Village Clerk
STATE OF ILLINOIS
COUNTY OF COOK ) SS.
COUNTY OF WILL )

CLERK'S CERTIFICATE

I, PATRICK E. REA, the duly elected and qualified Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Ordinance now on file in my office, entitled:

ORDINANCE NO. 2015-O-032

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which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 18th day of August, 2015, at which meeting a quorum was present, and approved by the President of Tinley Park on the 18th day of August, 2015.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of the vote was as follows, to wit:

AYES: Maher, Grady, Vandenberg, Younker
NAYS: Pannitto
ABSENT: 
ABSTAIN: Brady

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 18th day of August, 2015.

[Signature]
Village Clerk
ORDINANCE NO. 2015-O-032

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WHEREAS, the Village of Tinley Park (hereinafter referred to as the “Village”) is a home rule municipality pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, FMWB, successor in interest to Bremen Bank and Trust Company, as Trustee U/T/A dated 1/27/82 as Trust No. 82-2093 (hereinafter referred to as the “Owner”) owns certain real property (hereinafter, the “Subject Property”), which is legally described in the Agreement of Purchase and Sale, a true and correct copy of which is attached hereto as Exhibit A (the “Real Estate Contract”); and

WHEREAS, the Owner desires to sell to the Village, and the Village desires to purchase from the Owner, the Subject Property, subject to the terms and conditions set forth in the Real Estate Contract; and

WHEREAS, the Village finds and declares that it is necessary and/or convenient for it to use, occupy and improve the Subject Property for public improvements and public purposes; and

WHEREAS, the best interests of the residents of the Village will be served by the conveyance of the Subject Property from Owner to the Village.

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, pursuant to its home rule powers as provided by Article VII, Section 6 of the Illinois Constitution of 1970, and other applicable law, as follows:
SECTION 1: That the above Whereas clauses are herein incorporated by reference as the findings of this President and Board of Trustees of the Village as completely as if fully recited herein at length.

SECTION 2: That the Real Estate Contract attached hereto as Exhibit A is hereby approved and the Village President and Village Clerk of the Village, or their designees, are authorized and directed to execute the Real Estate Contract and such documents and instruments as may be necessary or convenient to fulfill the Village’s obligations under the Contract, and to acquire title to the Subject Property on behalf of the Village.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, without further publication.

PASSED this 18th day of August, 2015, pursuant to a roll call vote as follows:

AYES: Maher, Grady, Vandenberg, Younker
NAYS: Pannitto
ABSENT: 
ABSTAIN: Brady

APPROVED by me this 18th day of August, 2015.

VILLAGE PRESIDENT

ATTEST:
VILLAGE CLERK
EXHIBIT A
Real Estate Purchase and Sales Contract
REAL ESTATE PURCHASE AND SALES CONTRACT  
(6730 North Street)

THIS REAL ESTATE PURCHASE AND SALES CONTRACT (the "Contract") is made as of the Effective Date (as defined in Paragraph ___ hereof) between FIRST MIDWEST BANK, successor in interest to Bremen Bank and Trust Company, as Trustee U/I/A dated 1/27/82 as Trust No. 82-2093 (the "Seller") and THE VILLAGE OF TINLEY PARK, Cook and Will Counties, Illinois, an Illinois municipal corporation (the "Buyer").

AGREEMENT:

1. **SALE.** The Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Contract, the fee simple title to a parcel of land containing approximately 5,040 square feet, more or less (the "Property"), with a PIN of 28-30-407-004-0000, along with the residence and other improvements (the "Improvements") thereon. The Property currently contains a single-family home, has a common street address of 6730 North Street, Tinley Park, Illinois, and is legally described in Exhibit A attached hereto and made a part hereof.

2. **PURCHASE PRICE.** The total purchase price (the "Purchase Price") to be paid by Buyer to Seller is SIXTY THOUSAND DOLLARS ($60,000.00), subject to the provisions set forth in this Contract. At Closing, Buyer shall pay to Seller, in good and available funds by wire transfer or cashier's check, the Purchase Price, plus or minus any prorations as provided herein.

3. **CLOSING DATE.** The closing of the contemplated purchase and sale (the "Closing") shall take place no later than September 25, 2015 ("Closing Date") at the offices of the Village or at such other time and place as mutually agreed to by the parties. The cost of the closing fee and New York Style closing shall be split between the Parties.

4. **AS-IS, WHERE-IS CONDITION.** Except for Seller's express representations and warranties set forth herein, Buyer agrees that it is purchasing and accepting the Property in its "AS-IS, WHERE-IS" condition, subject to all faults of every kind and nature whatsoever, whether latent or patent, where now or hereafter existing.

5. **BUYER'S OPTION TO TERMINATE CONTRACT.** The Buyer shall not be obligated to accept the Property, if in the Buyer's sole and exclusive judgment, for any reason whatsoever, the Buyer determines that the use or condition of the Property or any part thereof or any adjacent property is not necessary or appropriate for the use intended by the Buyer, poses a health, safety or environmental hazard, or if at any time prior to the Closing the Buyer otherwise becomes aware of the existence of any environmental condition which may be dangerous and/or unacceptable to the Buyer, or in violation of any environmental law or regulation. Pursuant to this Paragraph, the Buyer shall have the right, in its sole and exclusive judgment, not to accept the Property and to terminate the Contract upon which this Contract shall become null and void with no further action by the Parties hereto.

6. **TITLE INSURANCE.** Within thirty (30) days of the Effective Date, Buyer, at Buyer's cost and expense, shall obtain a title commitment issued by a title company of Buyer's choice (the "Title Commitment"), together with copies of all underlying title documents listed in the Title Commitment (the "Underlying Title Documents"), subject only to (i) 2015 real estate taxes not yet due and payable, and subsequent years; (ii) utility and drainage easements which are acceptable, in Buyer's sole judgment, with Buyer's use and enjoyment of the Property; (iii) covenants, conditions, easements, restrictions and matters of record which are acceptable, in Buyer's sole judgment, with Buyer's use and enjoyment of the Property; and (iv) acts done or suffered by or judgments against Buyer (the foregoing collectively, the "Permitted Exceptions"). If the Title Commitment, Underlying Title Documents or the Survey (as hereinafter defined) disclose exceptions to title, which are not acceptable to Buyer, the "Unpermitted Exceptions"), Buyer shall have ten (10) days from the later of the delivery of the Title Commitment, the Underlying Title Documents and the Survey to object to the Unpermitted Exceptions. Buyer shall provide Seller
with a title and survey objection letter (the "Buyer's Objection Letter") listing those matters, which are not acceptable to Buyer. Seller shall have fifteen (15) days from the date of delivery of the Buyer's Objection Letter ("Seller's Cure Period") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions or to cure any Survey Defects. If Seller fails to have the Unpermitted Exceptions removed or in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions or correcting the Survey Defects within the specified time, Buyer may elect to either (x) terminate this Contract, or (z) upon notice to Seller within ten (10) days after Buyer's receipt of Seller's intention not to cure the Unpermitted Exceptions or Survey Defects, to take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. All Unpermitted Exceptions, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. If Buyer does not so elect, this Contract shall become null and void without further action of the parties. If the Buyer requires extended coverage over the standard exceptions 1 through 5, the cost shall be borne by the Buyer.

7. SURVEY OF THE PROPERTY. Buyer, at Buyer's cost and expense, shall obtain a current dated boundary survey (the "Survey"), within forty-five (45) days of the Effective Date, prepared by a surveyor licensed by the State of Illinois, which Survey shall include, but not be limited to, the following: (A) Surveyor's Firm name, address and registration number; (B) Surveyor's seal, signature, date of signing, and license expiration date; (C) Buyer's/Client's name; (D) North arrow; (E) scale-written or graphic; (F) date of completion of field work; (G) legal description of the Property; (H) legend for all symbols and abbreviations used on the plat; (I) monuments or witness corners, whether set or found, intended to represent or reference corners of the Survey, shall be shown and described as to size, shape and material, and their positions noted in relation to the Survey corners; (J) sufficient angles, bearings or azimuths, linear dimensions and curve data must be shown on the plat to provide a mathematically closed figure for the exterior of the Survey. Where record angular dimensions, bearings or azimuths, linear dimensions or curve data exist, such data shall be shown on the plat and distinguished from measured dimensions or data. Area of the Survey is to be shown on the face of the plat in square feet and acres, more or less; (K) where bearing, azimuth or coordinate systems are used, the basis or proper names of the system shall be noted on the plat; (L) if the Survey is a parcel in a recorded subdivision, any adjacent rights-of-way or easements and setback lines shown on the recorded plat that affect the Property are to be shown and dimensioned; (M) visible physical evidence of possession or occupation either way from the exterior lines of the Survey shall be shown and dimensioned; (N) show visible evidence of improvements, rights-of-way, easements, or use; (O) exculpatory statements that attempt to restrict the uses of boundary surveys shall not be affixed to any plat; (P) the following statement shall be placed near the professional land surveyor seal and signature: "This professional service conforms to the current Illinois minimum standards for a boundary survey." Buyer may, in Buyer's sole discretion, elect in the alternative to obtain an ALTA survey, or to forgo obtaining a survey.

Upon approval of the Survey, the legal description in Exhibit A shall be automatically revised to be that of the legal description in the Survey and Title Commitment. At either party's request, any changes to the legal description shall be confirmed in writing signed by both parties.

8. DEED AND CLOSING DOCUMENTS. Buyer shall prepare all closing documents for execution by the Parties. Seller shall convey fee simple title to the Property to Buyer, by a recordable Warranty Deed (the "Deed"), subject only to the Permitted Exceptions. Seller shall also execute and deliver any and all documents, in addition to the Deed, including an Affidavit of Title, Covenant and Warranty, and Grantor/Grantee Statement, and such other documents as is required by applicable law or the Title Company, or otherwise reasonably requested either by the Buyer or the Title Company, to consummate the sale and purchase provided for herein and to vest title in Buyer subject to the Permitted Exceptions and the issuance of the Buyer's Owners Title Insurance Policy. Conveyance of any of the Improvements which may be deemed personal property shall be by a good and proper Bill of Sale with full warranties of title (the "Bill of Sale"), together with assignments of all existing assignable manufacturers' warranties.
related thereto. Buyer shall be responsible for the recording fee of the Deed. Each Party shall be responsible for their own attorneys’ fees, if any, in closing the transaction contemplated under this Contract.

9. **POSSESSION.** Possession of the Property shall be delivered to Buyer on the Closing Date subject to the Permitted Exceptions, and in the same condition as at the time of the execution of this Contract.

10. **PRORATIONS.** At Closing, the following adjustments and prorations shall be computed as of the Closing Date and the balance of the Purchase Price shall be adjusted to reflect such prorations. All prorations shall be based on a 365-day year, with the Seller having the day prior to the Closing Day.

   A. **Real Estate Taxes.** General real estate taxes for 2015, special assessments and all other public or governmental charges against the Property which are or may be payable on an annual basis (including charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the Closing Date) shall be adjusted and apportioned as of the Closing Date. If the exact amount of general real estate taxes is not known at Closing, the proration will be based on the most recent full year tax bill increased by 5% and shall be conclusive, with no subsequent adjustment.

   B. **Miscellaneous.** All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as, for example, all water, sewer, gas and utility bills), the parties shall prorate on the best available information. Final readings and final billings for utilities shall be taken as of the date of Closing.

11. **CONVEYANCE TAXES.** The parties acknowledge that as Buyer is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35 ILCS 200/31-45(b). If required by the Title Company, Seller is obligated to furnish completed Real Estate Transfer Declarations signed by Seller or Seller’s agent in the form required by Cook County and pursuant to the Real Estate Transfer Tax Act of the State of Illinois.

12. **BUYER IS A GOVERNMENTAL ENTITY.** The Seller further acknowledges that because the Buyer is a governmental entity (an Illinois municipal corporation) this Contract is subject to the approval of and is not enforceable until approved at an open meeting by the Board of Trustees of Buyer. If such approval is not so received, this Contract shall be null and void and of no further force and effect.

13. **DEFAULT AND CONDITIONS PRECEDENT TO CLOSING.** The obligations of Buyer to make the payments and to close this transaction are contingent upon Seller:

   - Paying all outstanding real estate taxes currently due and owing on the Property; and
   - Obtaining a release or, if a mortgage is recorded against more than the Property, a partial release, for any mortgage against the Property. Such release shall be fully executed by the mortgage lender and, if applicable, Seller, and shall be provided to Buyer and Title Company in advance of Closing for recording at Closing.

Additional conditions precedent to Closing are that:

   - Fee simple title to the Property be shown to be good and marketable, as required hereunder and be accepted by Buyer;
• The covenants, representations and warranties of Seller contained in Paragraph 19 hereof and elsewhere in this Contract be true and accurate on the Closing Date or waived by Buyer in writing on the Closing Date; and
• Seller has performed under the Contract and otherwise has performed all of its covenants and obligations and fulfilled all of the conditions required of it under the Contract in order to Close on the Closing Date.

If Buyer becomes aware of a breach of any of Seller’s representations and warranties or of Seller failing to perform all of its covenants or otherwise failing to perform all of its obligations and fulfill all of the conditions required of Seller in order to Close, Buyer may, at its option: (a) elect to enforce the terms hereof by action for specific performance; or (b) attempt to cure such breach or failure by Seller for a period of up to thirty (30) days following the contemplated Closing Date, charging Seller for any costs incurred in doing so and, following such attempt, to either: (x) terminate this Contract, or (y) proceed to close this transaction notwithstanding such breach or nonperformance. In all events, Buyer's rights and remedies under this Contract shall always be non-exclusive and cumulative and the exercise of one remedy shall not be exclusive of or constitute the waiver of any other, including all rights and remedies available to it at law or in equity. In the event of a default by Buyer, Seller's sole and exclusive right and remedy shall be to terminate the contract. Notwithstanding the foregoing, the parties agree that no default of or by either party shall be deemed to have occurred unless and until notice of any failure by the non-defaulting party has been sent to the defaulting party and the defaulting party has been given a period of thirty (30) days from receipt of the notice to cure the default.

14. BINDING EFFECT. This Contract shall inure to the benefit of, and shall be binding upon the respective heirs, legatees, transferees, assigns, personal representatives, owners, agents, administrators, executors, and/or successors in interest of any kind whatsoever, of the parties hereto.

15. BROKERAGE. Each party hereto hereby represents and warrants to the other that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it or, through such party's actions (or claiming through such party), is entitled to compensation as a consequence of this transaction. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Contract. Each party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorneys' fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder. This provision shall survive the Closing.

16. NOTICES. Any and all notices, demands, consents and approvals required under this Contract shall be sent and deemed received: A) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery, or B) by facsimile transmission or email delivery, with a hard copy being sent that same day by U.S. Mail, if addressed to the parties as follows:

To Seller:
HAROLD M. TEEHAN
16809 Helen Sandidge
Tinley Park, Illinois 60477
PHN: 708-243-6078
FAX: ______________
EMAIL: peng3@aol.com

If to Buyer:
VILLAGE OF TINLEY PARK
ATTN: Mike Mertens, Assistant Village Manager
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477
PHN: 708-444-5040
FAX: 708-444-5099
EMAIL: mmertens@tinleypark.org
Either party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner, as all other notices are required to be delivered hereunder.

17. **RIGHT OF WAIVER.** Each and every condition of the Closing other than the Buyer's duties at closing is intended for and is for the sole and exclusive benefit of Buyer. Accordingly, Buyer may at any time and from time to time waive each and any condition of Closing, without waiver of any other condition or other prejudice of its rights hereunder. Such waiver by Buyer shall, unless otherwise herein provided, be in writing signed by Buyer and delivered to Seller.

18. **DISCLOSURE OF INTERESTS.** In accordance with Illinois law, 50 ILCS 105/3.1, prior to execution of this Contract by the Buyer, an Owner, authorized trustee, corporate official or managing agent, must submit a sworn affidavit to the Buyer disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Property, and every shareholder entitled to receive more than 7 1/2% of the total distributable income of any corporation having any real interest, real or personal, in the Property, or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the corporation or its managing agent that there is no readily known individual having a greater than 7 1/2% percent interest, real or personal, in the Property. The sworn affidavit shall be substantially similar to the one described in Exhibit B attached hereto and made a part hereof.

19. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** The covenants, representations and warranties contained in this Paragraph shall be deemed remade as of the Closing Date and shall survive the Closing, and shall be deemed to have been relied upon by the Buyer in consummating this transaction, notwithstanding any investigation the Buyer may have made with respect thereto, or any information developed by or made available to the Buyer prior to the Closing and consummation of this transaction. Seller covenants, represents and warrants to the Buyer as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the Closing Date:

A. **Title Matters.** Seller has good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.

B. **Violations of Zoning and Other Laws.** Seller has received no notice, written or otherwise, from any governmental agency alleging any violations of any statute, ordinance, regulation or code. The Property as conveyed to Buyer shall include all rights of the Seller to the use of any off-site facilities, including, but not limited to, storm water detention facilities, necessary to ensure compliance with all zoning, building, health, fire, water use or similar statutes, laws, regulations and orders and any instrument in the nature of a declaration running with the Property.

C. **Pending and Threatened Litigation.** To the best knowledge and belief of Seller, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Property.

D. **Eminent Domain, etc.** To the best knowledge and belief of Seller, there is no pending or contemplated eminent domain, condemnation or other governmental taking of the Property or any part thereof.

E. **Authority of Signatories; No Breach of Other Agreements; etc.** The execution, delivery of and performance under this Contract by Seller is pursuant to authority validly and duly conferred upon
Seller and the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Contract do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Seller or the Property are bound; and will not and does not to the best knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Property are subject or bound.

F. **Access to Property Utilities.** No fact or condition exists which would result in the termination or impairment of access to the Property from adjoining public or private streets or ways or which could result in the discontinuation of presently available or otherwise necessary sewer, water, electric, gas telephone or other utilities or services.

G. **Assessments.** To the best knowledge and belief of Seller, there are no public improvements in the nature of off-site improvements, or otherwise, which have been ordered to be made and/or which have not heretofore been assessed and there are no special or general assessments pending against or affecting the Property.

H. **Executory Agreements.** Seller is not a party to, and the Property is not subject to, any contract or agreement of any kind whatsoever, written or oral, formal or informal, with respect to the Property, other than this Contract. Buyer shall not, by reason of entering into or closing under this Contract, become subject to or bound by any agreement, contract, lease, license, invoice, bill, undertaking or understanding which it shall not have previously agreed in writing to accept. Seller warrants and represents that no written leases, licenses or occupancies exist in regard to the Property and further, that no person, corporation, entity, tenant, licensee, or occupant has an option or right of first refusal to purchase, lease or use the Property, or any portion thereof.

I. **Mechanic's Liens.** All bills and invoices for labor and material of any kind relating to the Property have been paid in full, and there are no mechanic's liens or other claims outstanding or available to any party in connection with the Property.

J. **Governmental Obligations.** To the best knowledge of Seller, there are no unperformed obligations relative to the Property outstanding to any governmental or quasi-governmental body or authority.

K. **Easements.** Seller represents that the Property is adjacent to and has full and free access on all perimeter areas to and from public streets, such that no private easements or agreements are necessary to afford access to or from the Property.

L. **Section 1445 Withholding.** Seller represents that he/she/it/they is/are not a “foreign person” as defined in Section 1445 of the Internal Revenue Code and is/are, therefore, exempt from the withholding requirements of said Section. At Closing, Seller shall furnish Buyer with a Non-foreign Affidavit as set forth in said Section 1445.

M. **Condition of Property and Improvements.** Seller warrants that the Improvements on the Property and the Property are currently vacant, unused and are not subject to a lease or any other agreement related to their use. Seller warrants that the Property and Improvements thereon currently comply with all applicable building codes and governmental requirements. Seller warrants that the physical, environmental and structural condition of the Property and Improvements on the Property are in compliance with and meet all applicable codes, laws, rules, ordinances and regulations of any governmental authority having applicable jurisdiction thereof. Seller expressly represents that, to the best of Seller's actual present knowledge, Seller has not received any letter, citation, order, warning, complaint, inquiry or claim that Seller has, with respect to the Property,
violated any federal, state, regional, county or local environmental or other statute, law or ordinance.

N. 

Hazardous Materials. Seller has not, and has no knowledge of any other person who has, caused any release, threatened release, or disposal of any Hazardous Material (which shall mean each element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under environmental laws or the release of which is regulated under environmental laws) at the Property in any material quantity, and the Property is not adversely affected by any release, threatened release or disposal of a Hazardous Material originating or emanating from any other property.

In the event of the breach of any warranty or representation made herein or elsewhere in this Contract by Seller, Seller hereby indemnifies and holds Buyer harmless against all losses, damages, liabilities, costs, expenses (including reasonable attorneys’ fees), and charges which Buyer may incur or to which Buyer may become subject as a direct or indirect consequence of such breach, including all incidental and consequential damages. These representations, warranties, and indemnities of Seller shall survive the closing.

When used in this Section 14, the expression “to the best knowledge and belief of Seller,” or words to that effect, is deemed to mean that Seller, after reasonable examination, investigation and inquiry of all documents and information in the possession of the Seller or its agents, is not aware of any thing, matter or the like that is contrary, negates, diminishes or vitiates that which such term precedes.

20. ASSIGNMENT. Neither Buyer nor Seller shall have the right to assign or transfer its interest in this Contract without the prior written consent of the other party. If so consented to the assigning party shall deliver to the non-assigning party a copy of the fully executed assignment and assumption.

21. MISCELLANEOUS.

A. 

Buyer and Seller mutually agree that time is of the essence throughout the term of this Contract. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

B. 

This Contract provides for the purchase and sale of Property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court in the County where the Property is located and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

C. 

The terms, provisions, warranties and covenants made herein, shall survive the closing and delivery of the Deed and other instruments of conveyance. This Contract shall not be merged therein, but shall remain binding upon and for the parties hereto until fully observed, kept or performed.

D. 

The parties warrant and represent that the execution, delivery of, and performance under this Contract is pursuant to authority, validly and duly conferred upon the parties and the signatories hereto.

E. 

Buyer and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that
either party shall fail to make appropriate disclosures when asked, such failure shall be considered a breach on the part of said party.

F. The paragraph headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

G. Whenever used in this Contract, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

H. In the event either party elects to file any action in order to enforce the terms of this Contract, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.

I. If any of the provisions of this Contract, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Contract shall not be affected thereby, and every other provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

22. EFFECTIVE DATE. This Contract shall be deemed dated and become effective on the date that the authorized signatories of Buyer shall sign the Contract, which date shall be the date stated next to the Buyer's signature (the "Effective Date").

23. CONTRACT MODIFICATION. This Contract and the Exhibit(s) attached hereto, embody the entire Contract between the parties hereto with respect to the Property and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Contract, of any kind whatsoever, shall be made or claimed by Seller or Buyer, and no notices of any extension, change, modification or amendment made or claimed by Seller or Buyer (except with respect to permitted unilateral waivers of conditions precedent by Buyer) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Buyer.
IN WITNESS WHEREOF the parties hereunto subscribe their names as their true and lawful agents:

SELLER

[Signature]

[Name]

[Title]

[Address]

BRENNER

[Signature]

[Name]

[Title]

[Address]

ATTACH

[Signature]

[Name]

[Title]

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IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date next to their respective signatures.

SELLER:
FIRST MIDWEST BANK successor in interest to BREMEN BANK AND TRUST COMPANY, as Trustee U/T/A dated 1/27/82 as Trust No. 82-2093

By: 
Name: HARRY TEEHAN, III
Title: Beneficiary

ATTEST:
By: 
Name: 
Title: 

Date Seller executed: 

BUYER:
THE VILLAGE OF TINLEY PARK,
an Illinois municipal corporation

By: 
Name: MICHAEL MERTENS
Title: Assistant Village Manager

ATTEST:
By: 
Name: Patrick E. Rea
Title: Clerk

Date Buyer executed: August 18, 2015
EXHIBIT A
Legal Description of the Property

The legal description shall be that as contained in the Survey and Title Commitment approved by the Parties, but for purposes of initial review and execution of this contract, shall be:

THE EASTERLY 28 FEET OF LOT 6 IN BLOCK 4 IN THE VILLAGE OF BREMEN, NOW TINLEY PARK, IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 28-30-407-004-0000

ADDRESS: 6730 North Street, Tinley Park, Illinois 60477
EXHIBIT B

ALL SELLERS MUST SIGN AN AFFIDAVIT THAT IS
SUBSTANTIALLY SIMILAR TO THE ONE BELOW

State of Illinois

) ss.
County of Cook

DISCLOSURE AFFIDAVIT

I, Harry Teehan, III, (hereinafter referred to as "Affiant") reside at 18809 Helen Sandidge Court, Tinley Park, in Cook County, State of Illinois being first duly sworn and having personal knowledge of the matters contained in this Affiant, swear to the following:

1. That, I am over the age of eighteen and the (choose one)
   [ ] owner or
   [ ] authorized trustee or
   [ ] corporate official or
   [ ] managing agent or
   [X] beneficiary of Trust of the Real Estate (as defined herein).

2. That, the Real Estate (as defined herein) being sold to the Buyer is commonly known as 6730 North State and is located in the County of Cook, Village of Tinley Park, State of Illinois (herein referred to as the "Real Estate.") The Real Estate has an Assessor's Permanent Index Number of 27-36-402-008-0000.

3. That, I understand that pursuant to 50 ILCS 105/3.1, prior to execution of a real estate purchase agreement between the record fee owner of the Real Estate and Purchaser, Illinois State Law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the Purchaser disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Real Estate, and every shareholder entitled to receive more than 7 1/2% of the total distributable income of any corporation having any interest, real or personal, in the Real Estate.

4. As the [ ] owner or
   [ ] authorized trustee or
   [ ] corporate official or
   [ ] managing agent or
   [X] beneficiary of the Real Estate, I declare under oath that

(choose one): [X] The owners or beneficiaries of the trust are: Harry Teehan, III; or
   [ ] The shareholders with more than 7 1/2% interest are:

[ ] The corporation is publicly traded and there is no readily known individual having greater than a 7 1/2% interest in the corporation.

This Disclosure Affidavit is made to induce the Purchaser to accept title to the Real Estate in accordance with 50 ILCS 105/3.1.

AFFIANT:

____________________________________

SUBSCRIBED AND SWORN to before me
this ______ day of __________, 2015.

____________________________________
NOTARY PUBLIC
PAMPHLET

BACK OF PAMPHLET

ORDINANCE NO. 2015-O-032

AN ORDINANCE APPROVING A REAL ESTATE PURCHASE CONTRACT FOR THE VACANT PROPERTY LOCATED AT 6730 NORTH STREET

Published in pamphlet form by Order of the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois.