



VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462

Ordinance No: 4046

File Number: 2005-0436

AN ORDINANCE AUTHORIZING PURCHASE OF PROPERTY (NOWICKI - 14610
WESTWOOD DRIVE, ORLAND PARK, ILLINOIS)

VILLAGE OF ORLAND PARK

STATE OF ILLINOIS, COUNTIES OF COOK AND WILL

Published in pamphlet form this 6th day of July, 2005 by authority of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

VILLAGE OF ORLAND PARK

Ordinance No: 4046

AN ORDINANCE AUTHORIZING PURCHASE OF PROPERTY (NOWICKI - 14610 WESTWOOD DRIVE, ORLAND PARK, ILLINOIS)

WHEREAS, the President and Board of Trustees of the Village of Orland Park approved the purchase of a parcel of land in Cook County, Illinois, consisting of a detached single family residence for purposes of flood relief for the purchase price of THREE HUNDRED FORTY-FIVE THOUSAND (\$345,000.00) DOLLARS, and directed the Village Attorney to prepare the appropriate purchase documents. Said property is located at 14610 Westwood Drive, Orland Park, Illinois.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1

The Village President and Village Clerk are hereby authorized and directed to execute, on behalf of the Village, the REAL ESTATE SALE CONTRACT in a form substantially as that attached to this Ordinance as Exhibit A. The Village President and Village Clerk are hereby further authorized and directed to execute all appropriate documents and take such other action as is required of them to consummate the purchase by the Village of the above-described real estate for the purchase price of THREE HUNDRED FORTY-FIVE THOUSAND (\$345,000.00) DOLLARS in accordance with the terms of the said REAL ESTATE SALE CONTRACT.

SECTION 2

That this Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

PASSED this 5th day of July, 2005.



David P. Maher, Village Clerk

Aye: 7 Trustee Fenton, Trustee Murphy, Trustee Dodge, Trustee Gira, Trustee Schussler,
Trustee O'Halloran and Village President McLaughlin
Nay: 0

VILLAGE OF ORLAND PARK

DEPOSITED in my office this 5th day of July, 2005.



David P. Maher, Village Clerk

APPROVED this 5th day of July, 2005.



Daniel J. McLaughlin, Village President

PUBLISHED this 6th day of July, 2005.



David P. Maher, Village Clerk

CHICAGO TITLE INSURANCE COMPANY
REAL ESTATE SALE CONTRACT

ILLINOIS FORM A *

1. The VILLAGE OF ORLAND PARK, an Illinois municipal corporation (Purchaser) agrees to purchase at a price of \$345,000.00 on the terms set forth herein, the following described real estate in Cook County, Illinois:

(to be inserted upon receipt of the title commitment)

commonly known as 14610 Westwood Drive, Orland Park, Illinois 60462, and with approximate lot dimensions of 80 x 125, together with the following property presently located thereon:

All attached appliances, light fixtures, electrical, plumbing, heating and air conditioning equipment and fixtures, carpeting, window treatments, storm doors, screens and windows.

2. WILLIAM E. NOWICKI and MARJORIE NOWICKI, his wife (Seller) agree to sell the real estate and the property, if any, described above at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable Warranty deed, with release of homestead rights, and a proper bill of sale, subject only to: Covenants, conditions and restrictions of record; public and utility easements and general real estate taxes for the year 2004 and subsequent years.

3. Purchaser will pay \$345,000.00 plus or minus customary prorations at closing

4. The time of closing shall be on July 30, 2005 at 9:00 AM or as mutually agreed upon, at the Orland Park office of Chicago Title Insurance Company, provided title is shown to be good or is accepted by Purchaser.

5. Seller shall deliver possession to purchaser on the date the sale has been closed.

6. Seller agrees to deliver possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted.

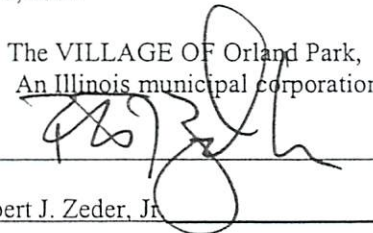
7. A duplicate original of this contract, duly executed by the Sellers, shall be delivered to the Purchaser within 3 days from the date below, otherwise, at the Purchaser's option, this contract shall become null and void.

This contract is subject to the Conditions and Stipulations set forth on the following pages hereof, which Conditions and Stipulations are made a part of this Contract.

Dated: July 7, 2005

Purchaser: The VILLAGE OF Orland Park,
An Illinois municipal corporation

Address: 14700 S. Ravinia Ave.,
Orland Park, IL 60462

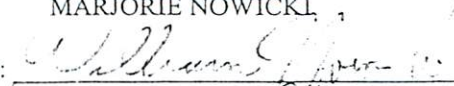
BY: 

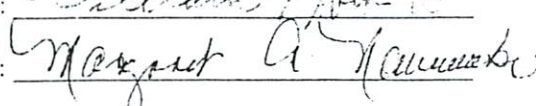
Name: Robert J. Zeder, Jr.

Title: Village Manager

Sellers: WILLIAM E. NOWICKI and
MARJORIE NOWICKI

Address: 14610 Westwood Drive,
Orland Park, IL 60462

BY: 

BY: 

CONDITIONS AND STIPULATIONS

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's attorney, not less than 5 days prior to the time of closing, a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy unless the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

2. If the title commitment discloses unpermitted exceptions, Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in such event, the time of closing shall be 35 days after delivery of the commitment. If Seller fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

3. General taxes, and other similar items shall be adjusted ratably as of the time of closing. The amount of the current general taxes not then ascertainable shall be adjusted on the basis of (a) below:

(a) 105% of the most recent ascertainable taxes;

All prorations are final unless otherwise provided herein. Purchaser shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and shall furnish any declaration signed by the Seller or the Seller's agent.

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

5. At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with Chicago Title and Trust Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title and Trust Company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be paid by the Purchaser.

6. Time is of the essence of this contract.

7. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

8. Sellers represent that neither of them is a "foreign person" as defined in Section 1445 of the Internal Revenue Code and are therefore exempt from the withholding requirements of said Section. Sellers will furnish Purchaser at closing the Exemption Certification set forth in said Section.

9. Purchaser shall pay all reasonable and customary closing costs (i.e. title, survey, and customary escrow fees) incurred by the Sellers (except their attorney's fees) in connection with the transaction.

10. Sellers shall be granted 60 days post-closing possession rent-free, provided that Sellers shall be responsible for real estate taxes and utilities for said time period. Sellers also agree to maintain casualty and liability insurance on the property during the period of post-closing possession.