

20 N. Wacker Drive, Ste 1660 Chicago, Illinois 60606-2903 T 312 984 6400 F 312 984 6444

> DD 708 349-3888 ekfriker@ktjlaw.com

15010 S. Ravinia Avenue, Ste 10 Orland Park, Illinois 60462-5353 T 708 349 3888 F 708 349 1506

www.ktjlaw.com

January 16, 2013

#### HAND DELIVERED

Ms. Annmarie K. Mampe Finance Director Village of Orland Park 14700 South Ravinia Avenue Orland Park, IL 60462

Re:

Sale of Lot

(14620 Westwood Avenue)

27-09-123-032

Dear Annmarie:

Enclosed please find the check of Chicago Title & Trust Company, payable to the Village, for \$97,502.00. This represents the sale proceeds (the sale closed today) of \$105,000.00 less the \$5,250.00 bid deposit paid to the Village, the \$395.00 survey cost and \$1,853.00 in title insurance and escrow fees.

Copies of the Settlement Statement and closing documents are herewith enclosed.

Please call me with any questions.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.

E. Kenneth Friker

Enclosures

cc: Terry Pittos, Community Development Department

131- 0000- 319350

Division of Correntati	Drī (line 700) na followie:	) 		OMB No. 2004-0205	Page2
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Note: Eyou have any questions about the Settlement Charges an	d Loun Terms listed on this form, please	contact your lander,
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# CHICAGO TITLE AND TRUST COMPANY

ESCROW RECEIPT AND DISBURSEMENT AUTHORIZATION PAGE 1

ESCRON NUM: CLOSER:

MICHAEL CHUDZIK AND DEBRA CHUDZIK

SELLER:

VILLAGE OF ORLAND PARK

FROPERTY:

14620 WESTWOOD AV., ORLAND PARK, ILLINOIS 66462

RECEIPTS

MICHARL CHUDZIX

7082291065

TOTAL RECEIPTS

201,250.00

101,250.00

DISSURSEMENTS

CHICAGO TITLE AND TRUST COMPAN SETTLEMENT OR CLOSING FEE TITLE INSURANCE Additional Closing Fees STATE OF ILLINOIS REGISTRATION Additional Closing Pees Aggregate Recording Charges CHECK TOTAL

2.448.00

AREA SURVEY CO. SURVEY FEE CHECK TOTAL

005071006466 01/16/13 395.00

750.00 1,250.00 175.00

395.00 905.00

Michael Chudzik Repund Overage Check Total C

VILLAGE OF CREARD PARK DET PROCERDS TO SELLER CHECK TOTAL

97,502.00

905.00

97,502.00

TOTAL DISBURSEMENTS

101,250.00

BALANCE

0.00 mm 中国的专业发展已经运输的基础的

The undersigned suborize Chicago Title and Trust Company, as Agent for CASH DEAL to make the expenditures and disbursaments as fisted above and we bereby approve the same, jointly and severally, for payment. The undersigned mortgagous certify that the signatures on the note and mortgago, if any, furnished as society for the loss are geomics and that the consideration therefor was satust and valid without offset or defense.

MV & Trust Co. Chicago Title &

Authorization

01/16/13

13:28 CG7

#### SEND FUTURE TAX BILLS TO:

Michael and Debra Chudzik 14522 Oakley Avenue Orland Park, Illinois 60462

#### THIS DOCUMENT WAS PREPARED BY:

Klein Thorpe and Jenkins, Ltd. 15010 S. Ravinia – Suite 10 Orland Park, Illinois 60462 E. Kenneth Friker, Esq.

#### **AFTER RECORDING MAIL TO:**

Michael and Debra Chudzik 14522 Oakley Avenue Orland Park, Illinois 60462

[The above space reserved for the County Recorder's Office]

THIS DEED IS EXEMPT FROM TAXATION UNDER 35ILCS 200/31-45 PARAGRAPH  $\underline{B}$  AND COOK COUNTY REAL PROPERTY TRANSFER TAX ORDINANCE SECTION 74-106 PARAGRAPH  $\underline{B}$ 

1-14-2013

Date

GRANTOR/GRANTEE or Representative

## **SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED ("Deed") is made as of this day of January, 2013 between the VILLAGE OF ORLAND PARK, an Illinois municipal corporation, whose address is 14700 S. Ravinia Avenue, Orland Park, Illinois, 60462 (the "GRANTOR"), and MICHAEL CHUDZIK and DEBRA CHUDZIK, his wife, whose address is 14522 Oakley Avenue, Orland Park, Illinois 60462 (the "GRANTEES").

WITNESSETH, that the **GRANTOR** for and in consideration of the sum of TEN and 00/100<sup>TH</sup> DOLLARS (\$10.00) in hand paid by the **GRANTEES**, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Trustees of **GRANTOR**, by these presents does *REMISE*, *RELEASE*, *ALIEN and CONVEY* unto the **GRANTEES**, in joint tenancy with right of survivorship and not as tenants in common, *FOREVER*, all of the following described real property, situated in the County of Cook and State of Illinois (the "**Property**"), legally described as follows:

LOT 21 IN TUCK-A-WAY IN ORLAND, A RESUBDIVISION OF LOTS 3 THROUGH 5, 13 THROUGH 20, 33 THROUGH 43 IN WILDWOOD HILLS, A SUBDIVISION OF PART OF THE EAST ½ OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND RECORDED AS DOCUMENT NUMBER 1665811 ON APRIL 25, 1956 AND THAT PORTION OF 147TH STREET VACATED BY THE VILLAGE OF ORLAND PARK AND RECORDED AS DOCUMENT NUMBER 21009966 IN NOVEMBER 1969 ALL IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 14620 Westwood Avenue, Orland Park, Illinois 60462 PERMANENT INDEX NUMBER: 27-09-123-032-0000

300960\_1

TOGETHER WITH, all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the GRANTOR, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions and with the appurtenances, unto the GRANTEES, in joint tenancy with right of survivorship and not as tenants in common, FOREVER.

AND THE GRANTOR, for itself, and its successors and assigns, does covenant, promise and agree, to and with the GRANTEES and the GRANTEES' successors and assigns, that GRANTOR has not done or suffered to be done, anything whereby the Property hereby granted is, or may be, in any manner encumbered or charged, except as herein recited; and that the Property, against all persons lawfully claiming, or to claim the same, by, through or under it, GRANTOR WILL WARRANT AND DEFEND, subject to: (i) Covenants, conditions and restrictions of record; (b) public and utility easements and roads and highways, if any (c) general taxes for the year 2012 and subsequent years.

**IN WITNESS WHEREOF**, the GRANTOR has executed this Deed as of the day, month and year first above written.

**GRANTOR:** 

ATTEST:

VILLAGE OF ORLAND PARK, an Illinois municipal corporation

Name: Daniel J McLaughlin
Title: Village President

By: Name: Joseph S. LaMargo
Title: Deputy Village Clerk

[Insert seal above]

STATE OF ILLINOIS	)	
1	)	SS
COUNTY OF COOK	)	

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that DANIEL J. McLAUGHLIN and JOSEPH S. LaMARGO, are personally known to me to be the VILLAGE PRESIDENT and DEPUTY CLERK, respectively, of the VILLAGE OF ORLAND PARK, an Illinois municipal corporation (the "Village"), and also known to me to be the same persons whose names are subscribed to the foregoing instrument and as such VILLAGE PRESIDENT and DEPUTY CLERK, appeared before me this day in person and severally acknowledged that as such VILLAGE PRESIDENT and DEPUTY CLERK, they signed and delivered the said instrument pursuant to the authority given by the Board of Trustees of the Village, and as their free and voluntary act, and as the free and voluntary act and deed of the Village, for the uses and purposes therein set forth, and that VILLAGE CLERK, as custodian of the corporate seal of the Village, has caused the seal to be affixed thereto.

GIVEN UNDER my hand and Notarial Seal this <u>jufter</u> day of January, 2013.

Mancy & M. Jinausha

"OFFICIAL SEAL"
Nancy R. Melinauskas
Notary Public, State of Illinois
My Commission Expires August 30, 2014

#### STATEMENT BY GRANTOR

The grantor or its agent affirms that, to the best of its knowledge, the name of the grantor shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

GRANTOR:	
VILLAGE OF ORLAND PARK, an Illinois municipal corporation  By: Name: DANIEL J. McLAUGHLIN Title: Village President	ATTEST:  By: Name: JOSEPH S. LaMARGO Title: Deputy Village Clerk
SUBSCRIBED AND SWORN TO BEFORE ME this 14th Notary Public	_ day of January, 2013.  "OFFICIAL SEAL" Nancy R. Melinauskas Notary Public, State of Illinois My Commission Expires August 30, 2014
STATEM	IENT BY GRANTEE
beneficial interest in a land trust is either a natural per do business or acquire and hold title to real estate in	he name of the grantee shown on the deed or assignment of erson, an Illinois corporation or foreign corporation authorized to Illinois, a partnership authorized to do business or acquire and inized as a person and authorized to do business or acquire and Illinois.
GRANTEE:	
MICHAEL CHUDZIK and DEBRA CHUDZIK	_
SUBSCRIBED AND SWORN TO BEFORE ME this	_ day of January, 2013.
INOLALY FUDIC	

300960\_1

Please read the instructions before completing this form. This form can be completed electronically at www.revenue.state.il.us/retd. Step 1: Identify the property and sale information. 14620 Westwood Avenue, Orland Park, IL 60462 Street address of property (or 911 address, if available)

b С

PTAX-203	Do not write in this area.  This space is reserved for the County Recorder's Office use.
Illinois Real Estate	County:
Transfer Declaration	Date:
se read the instructions before completing this form. This form be completed electronically at www.revenue.state.il.us/retd.	Doc. No.:
p 1: Identify the property and sale information. 14620 Westwood Avenue, Orland Park, IL 60462	Vol.:
Street address of property (or 911 address, if available)  Orland Park  Orland	Page:
City or Village Township	Received by:
Write the total number of parcels to be transferred. 1  Write the parcel identifying numbers and lot sizes or acreage. *  Parcel identifying number Lot size or acreage a 27-09-123-032 134.63 x 97  b c	Identify any significant physical changes in the property since  January 1 of the previous year and write the date of the change.  (Mark with an "X.")
Type of deed/trust document* (Mark with an Warranty deed  Quit claim deed Executor deed Trustee deed  X Other (specify) Special Warranty  X Yes No Will the property be the buyer's principal residence?*  X Yes No Was the property advertised for sale or sold using a real estate agent?*  Identify the property's current and intended primary use.  Current Intended (Mark only one item per column with an "X.")  A X Vacant land/lot  D Was the property advertised for sale or sold using a real estate agent?*  Identify the property's current and intended primary use.  Current Intended (Mark only one item per column with an "X.")  A X Nacant land/lot  Mobile home residence	initiated*:  Sale between related individuals or corporate affiliates  Transfer of less than 100 percent interest*  Court-ordered sale*  Sale in lieu of foreclosure  Condemnation  Auction sale  Seller/buyer is a relocation company  Seller/buyer is a financial institution* or government  Suyer is a real estate investment trust  Buyer is a pension fund  Buyer is an adjacent property owner
Apartment building (6 units or less) No.  Apartment building (over 6 units) No. of  Office	M Buyer is exercising an option to purchase*  N Trade of property (simultaneous)*  O Sale-leaseback
g Retail establishment h Commercial building (specify)*: i Industrial building i Farm	P Other (specify)*: Check exemptions on last annual tax (X) Homeowners Exemption ( ) Senior Citizen Exemption ( ) Senior Assessment Freeze Exemption

( ) Alternative General Homestead Exemption

Step 2: Calculate the amount of the transfer tax due.

Other (specify)\*:

Note: Round Lines 11 through 17 to the next highest whole dollar. If the amount on Line 11 is over \$1 million and the property's current use on Line 8 above is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A.

11	Full actual consideration*	11	\$		10	5,000.00
12a	Amount of personal property included in the purchase*	12a	\$			00.00
12b	Was the value of a mobile home included on Lines 11 and 12a?	12b		Yes	ΧΙ	No
13	Subtract Line 12a from Line 11. This is the net consideration for real property.	13	\$		10	5,000.00
14	Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11*	14	\$			00.00
15	Outstanding mortgage amount to which the transferred real property remains subject*	15	\$			00.00
16	If this transfer is exempt, use and "X" to identify the provision.*	16	Х	b	k	m
17	Subtract Lines 14 and 15 from Line 13. <b>This is the net consideration subject to transfer tax</b> Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61,002 rounds to	17	\$ 		10	5,000.00
18	62).	18				00.00
19	Illinois tax stamps multiply Line 18 by 0.50	19	\$		E	XEMPT
20	County tax stamps multiply Line 18 by 0.25	20	\$		E	EXEMPT
21	Add Lines 19 and 20. This is the total amount of transfer tax due.	21	\$		UN	DER (B)
				117.		

\*See instructions. PTAX-203 (R-7/00) ID:INT

This form is authorized in accordance with 35 ILCS 200/31-1 et seq. Disclosure of this

is REQUIRED. This form has been approved by the Forms Management Center. IL-

492-0227

Page 1 of 2

Step 3: Write the legal description from the deed. Write, type (minimum 10-point font required), or attach the legal description from the deed. If you prefer, submit an 8 1/2" x 11" copy of the extended legal description with this form. You may also use the space below to write additional parcel identifiers and lots sizes or acreage from Step 1, Line 3.

·LOT 21 IN TUCK-A-WAY IN ORLAND, A RESUBDIVISION OF LOTS 3 THROUGH 5, 13 THROUGH 20, 33 THROUGH 43 IN WILDWOOD HILLS, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND RECORDED AS DOCUMENT NUMBER 1665811 ON APRIL 25, 1956 AND THAT PORTION OF 147TH STREET VACATED BY THE VILLAGE OF ORLAND PARK AND RECORDED AS DOCUMENT NUMBER 21009966 IN NOVEMBER 1969 ALL IN COOK COUNTY, ILLINOIS.

Step 4: Complete the requested information.

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby verify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offenses.

onense and a class A misdemeanor for subsequent offenses.	
Seller Information (Please print.) VILLAGE OF ORLAND PARK	
Seiler's or trustee's name 14700 S. Ravinia Avenue	Seller's trust number (if applicable) Orland Park IL 60462
Street Address (after sale)	City State 708-349-3888
Seller's or agent's signature	Seller's daytime phone
Buyer Information (Please print.) MICHAEL CHUDZIK and DEBRA CHUDZIK, his wife	
Buyer's or trustee's name 14522 Oakley Avenue	Buyer's trust number (if applicable) Orland Park IL 60462
Street Address (after sale)	City State Z
Buyer's or agent's signature	Buyer's daytime phone
Mail tax bill to:	
MICHAEL CHUDZIK and DEBRA CHUDZIK 14620 Westwood	d Avenue Orland Park IL 60462
Name or company Street address	City State Z
Preparer Information (Please print.)	
E. Kenneth Friker, Klein Thorpe and Jenkins, Ltd.	
Preparer's and company's name	Preparer's file number (if applicable)
15010 S. Ravinia, Suite 10	Orland Park Illinois 60462
Street Address	City State Z
Preparer's signature	312-984-6400 Preparer's daytime phone
Preparer's e-mail address (if available)	
Identify any required documents submitted with this form. (Mark with an "X.")	Extended legal descriptionForm PTAX-203-AItemized list of personal property
To be completed by the Chief County Assessment Officer  1	3 Year prior to sale
County Township Class Minor Code 1 C  Board of Review's final assessed value for the assessment year prior to the year of sale.  Land,,,	Code 2  4 Does the sale involve a mobile home assessed as real estate?  YesNo  5 Comments
To be completed by the Illinois Department of Revenue	Tab number
Full consideration,,,,	
Adjusted consideration	

#### **COOK COUNTY**



#### **REAL ESTATE TRANSFER DECLARATION**

The following is required by the Cook County Real Property Tax Ordinance effective September 1, 1993. Any transferor of transferee who fails to file with the Recorder a real property transfer declaration as required by Section 7 of this ordinance or a supplemental transfer declaration as required by Section 10 of this ordinance or willfully falsifies the value of transferred real estate, shall be subject to a penalty equal to the amount of the applicable tax; and shall be fined an amount not to exceed \$1000.00 or imprisoned for a period not to exceed six months, or both.

Except as to Exempt Transactions, the Recorder is prohibited by law from accepting any

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leed, assignment or other instrume		unless it is accompanied b	у	
declaration containing all of the in	nformation requested therein.		Recorder's Valuation	
PROPERTY IDENTIFICATION:				
	14620 Westwood Avenue		Orland Park	60462
	Street or Rural Route		City	Zip Code
Permanent Real Estate Index No.	27-09-123-032		Township	Orland
Date of Deed January 16, 2013	<b>)</b>	Type of [	Deed	Special Warranty
YPE OF PROPERTY:		INTERE	ST TRANSFERRED:	***************************************
Single Family	Commercial	x Fe	e title	Controlling interest in real
Condo. co-op	Industrial	Ве	eneficial interest in a land trust	estate entity (ord. Sec 2)
4 or more units (residential)	X Vacant Land	Le	ssee interest in a ground lease	Other (attach description)
Mixed use (commer. & resid.)	Other (attach descrip	tion)		
EGAL DESCRIPTION:		COMPU	TATION OF TAX:	
ec. 9Tw	p. 36 North Range	12 East Full actu	ial consideration	\$ 105,000.00
use additional sheet, If necessary)		Less a	mount of personal property	
		include	ed in purchase	\$ 00.00
SEE EXHIBIT A ATTA	CHED HERETO AN	ID MADE A		
PART HEREOF.		Net cons	sideration for real estate	\$ 105,000.00
		Less a	mount of mortgage to which	
		proper	ty remains subject	\$ 00.00
		p. op a.	i, veilleine eesjeet	00.00
		Net taxa	ble consideration	\$105,000.00
		Amount	of tax stamps	
		(\$.25 р	per \$500 or part thereof)	\$ EXEMPT UNDER (B)
TTESTATION OF PARTIES: we	hereby declare the full actual	consideration and above fa	acts contained in the declaration	to be true and correct
illage of Orland Park	,	14700 S. Ravinia	Orland Park	60462
Name and Address of Seller (F	Please Print)	Street or Rural Route	City	Zip Code
Signature				• ==

300976\_1

Seller or Agent

MICHAEL CHUD	ZIK and DEBRA CHUDZIK, his wife	14522 Oakley Avenue	Orland Park	60462
Name and A	ddress of Buyer (Please Print)	Street or Rural Route	City	Zip Code
Signature:				
	Buyer or Agent			
Use space below	for tax mailing address, if different from abo	ove		
		EXEMPT TRANSFERS	5	
	(	Check the Appropriate I		
Exempt transf	ers are subject to the requirement	contained in subsection 7	c) of this ordinance	
Zito in presidente.	oro are subject to the requirement		(o) or time or amarioc	•
	"No transfer shall be exempt from to supporting the exemption and is acreasonably require."	the tax imposed by this ord companied by such suppo	dinance unless the orting documentatio	declaration describes the facts on as the Recorder may
A	Transfers of real property made assignments of beneficial intered delivered on or after August 1, 1	est in real property dated	where the deed prior to August 1,	was recorded after that date or 1985, where the assignment was
Х В.	society, association, foundation	or institution organized a ed by any international org	and operated excluganization not subje	y or acquired by any corporation, isively for charitable, religious or ct to local taxes under applicable
C.	Transfers in which the deed, as	signment or other instrum	ent of transfer secu	res debt or other obligation;
D.	Transfers in which the deed, a confirms, corrects, modifies, or recorded or delivered;	assignment or other instructions as deed, as	ument of transfer, signment or other	without additional consideration, instrument of transfer previously
E.	Transfers in which the transfer p	orice is less than \$100.00;		
F.	Transfers in which the deed is a	tax deed;		
G.	Transfers in which the deed, as or other obligations;	signment or other instrum	ent of transfer relea	ases property which secures debt
H.		ne real property, then suc		a party receives a share greater able for tax computed upon any
I.		of merger or consolidation		idiary corporations of a common agreement providing for the sale
J.	Transfers from a subsidiary consurrender of the subsidiary's consideration other than the issues.	stock and transfers from	m a parent corpo	n other than the cancellation or pration to its subsidiary for no ary's stock;

K.	Transfers made pursuant to a confirmed plan of reorganization as provided under section 1146 (c) of Chapter 11 of the U.S. Bankruptcy Code of 1978, as amended;  Provided bankruptcy court docket number:
L.	Deeds representing transfers subject to the imposition of a documentary stamp tax imposed by the government of the United States, except that such deeds shall not be exempt from filling the declaration; and
M.	Transfers in which the deed or other instrument of transfer is issued to the mortgagee or secured creditor pursuant to a mortgage or security interest foreclosure proceeding or sale or pursuant to a transfer in lieu of foreclosure.

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#### EXHIBIT A

LOT 21 IN TUCK-A-WAY IN ORLAND, A RESUBDIVISION OF LOTS 3 THROUGH 5, 13 THROUGH 20, 33 THROUGH 43 IN WILDWOOD HILLS, A SUBDIVISION OF PART OF THE EAST ½ OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND RECORDED AS DOCUMENT NUMBER 1665811 ON APRIL 25, 1956 AND THAT PORTION OF 147TH STREET VACATED BY THE VILLAGE OF ORLAND PARK AND RECORDED AS DOCUMENT NUMBER 21009966 IN NOVEMBER 1969 ALL IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 14620 Westwood Avenue, Orland Park, Illinois 60462 PERMANENT INDEX NUMBER: 27-09-123-032-0000

STATE OF ILLINOIS	)	
i.	)	SS.
COUNTY OF COOK	)	

## AFFIDAVIT OF TITLE, COVENANT AND WARRANTY

The undersigned (the "Affiant") as the VILLAGE PRESIDENT of the VILLAGE OF ORLAND PARK, an Illinois municipal corporation (the "Village") and the Grantor in the Deed referred to herein being first duly sworn, on oath states, and also covenants with and warrants to the Grantees hereinafter named:

#### MICHAEL CHUDZIK and DEBRA CHUDZIK, his wife

LOT 21 IN TUCK-A-WAY IN ORLAND, A RESUBDIVISION OF LOTS 3 THROUGH 5, 13 THROUGH 20, 33 THROUGH 43 IN WILDWOOD HILLS, A SUBDIVISION OF PART OF THE EAST ½ OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND RECORDED AS DOCUMENT NUMBER 1665811 ON APRIL 25, 1956 AND THAT PORTION OF 147<sup>TH</sup> STREET VACATED BY THE VILLAGE OF ORLAND PARK AND RECORDED AS DOCUMENT NUMBER 21009966 IN NOVEMBER 1969 ALL IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 14620 Westwood Avenue, Orland Park, Illinois 60462 PERMANENT INDEX NUMBER: 27-09-123-032-0000

That, the Property is conveyed subject to (i) Covenants, conditions and restrictions of record, ii) general real estate taxes for 2012, not yet due and payable and subsequent years; (iii) public and utility easements and roads and highways; and (iv) acts done or suffered by or judgments against Grantees.

That no labor or material has been furnished for the Property within the last four months, that is not fully paid for.

That since the title date of December 6, 2012, in the report on title issued by Chicago Title Insurance Company, Affiant has not done or suffered to be done anything that could in any way affect the title to the Property, and no proceedings have been filed by or against Affiant, nor have any judgments or decrees been

300971 1

rendered against Affiant, nor are there any judgment notes or other instruments that can result in a judgment or decree against Affiant within five days from the date hereof.

That all water taxes affecting the Property have been paid.

That this Affidavit is made to induce, and in consideration of, the said Grantees' consummation of the purchase of the Property.

Affiant further state(s): Naught

14 tel day of January, 2013. Dated as of this

FFIANT:

Daniel J. Mc⊾aughlin, Village

Village of Orland Park,

an Illinois municipal corporation

**SUBSCRIBED AND SWORN** to before me this 14 day of January, 2013.

Melenausha

Notary Public

"OFFICIAL SEAL"
Nancy R. Melinauskas
Notary Public, State of Minols
My Commission Expires August 30, 2014

STATE OF ILLINOIS	)	
COUNTY OF COOK	)	SS.

#### CERTIFICATION OF NON-FOREIGN STATUS

Section 1445(e) of the Internal Revenue Code of 1986, as amended ("Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. In order to inform MICHAEL CHUDZIK and DEBRA CHUDZIK, his wife, the Buyers (the "Transferees"), that withholding of tax is not required in the transfer (conveyance) of the real estate commonly known as 14620 Westwood Avenue, Orland Park, Illinois (the "Property"), and which Property is owned by the VILLAGE OF ORLAND PARK, the Seller (the "Transferor"), the Transferor hereby certifies the following:

1. Transferor's FEIN or Social Security No. 36-6006035

2. Transferor's Mailing Address:

14700 S. Ravinia Avenue Orland Park, IL 60462

3. Transferor is not "foreign persons" within the meaning of Code Sections 1445 and 7710 (i.e., Transferor is not nonresident aliens, foreign corporations, foreign partnerships, foreign trusts or foreign estates as those terms are defined in the Code and regulations promulgated thereunder, including the Income Tax Regulations).

Transferor understands that this Certification may be disclosed to the Internal Revenue Service and that any false statement made herein could be punishable by fines, imprisonment or both. Under penalty of perjury, the undersigned, declares that he has examined this Certification and to the best of his knowledge and belief, this Certificate is true, correct and complete.

Transferor is not a disregarded entit	y as defined in Section 1.1445.2(b)(2)(iii).
Dated as of the day of Janu	ary, 2013.
VILLAGE OF ORLAND PARK, an Illinois municipal corporation	
Bv:	
By:	
SUBSCRIBED AND SWORN TO before me	this, 2013.
Notary Public	
301018 1	

K **	1099 SOLICITATION		
SELLER:	VILLAGE OF ORLAND PARK, an Illinois municipal corporation		
BUYERS:	MICHAEL CHUDZIK and DEBRA CHUDZIK, his wife		
TITLE COMPANY:	Chicago Title Insurance Co.		
TITLE COMMITMENT	#1401 008917748		
Seller is required by law to provide Buyer and the Title Company with Seller's correct taxpayer identification number. If Seller does not provide the Buyer and the Title Company with its correct taxpayer identification number, Seller may be subject to civil or criminal penalties imposed by law.			
Seller's Mailing Address:	14700 South Ravinia Avenue Orland Park, IL 60462		
Seller's Tax Identification Number:	36-6006035		
	Gross Proceeds \$105,000.00		
Gross proceed	s allocated to each Transferor \$105,000.00		
Check the appropriate category or ca	tegories which apply to this transaction:		
X Other real estate			
Check here if the Transfero consideration	r received or will receive property or services as part of the		
	CERTIFICATION		
Under penalties of perjury, the unders correct tax identification number. Dat	signed certifies that the number shown on this statement is its ed this day of January, 2013.		

VILLAGE OF ORLAND PARK, an Illinois municipal corporation

By:		
Name:	E. Kenneth Friker	
Title:	Village Attorney	

301020\_1

**PAY ONLY THIS AMOUNT** \$ BY 09/01/06 (on time)

# 2005 Second Installment Property Tax Bill

Property Index Number (PIN) 27-09-123-032-0000

146 28011

2004 Tax

0.44

152.05

465.79

110.86

964.00

120.06

211.64

18.40

0.00

28.04

26. 29

0.00

143.28

63.10

53.46

VILLAGE OF ORLAND PARK

14700 S RAVINIA

3,708.32

1,345.65

2005 (2006)

**ORLAND** 

IF PAID LATE 09/02/06 - 10/01/06 \$ 0.00 \$

IF PAID LATE 10/02/06 - 11/01/06

Property location and classification for this PIN

2005 Tax 2005 Rate

0.010

0.315

0.972

0.208

1.939

2.652

0.418

0.406

0.035

0.005

0.057

0.060

0.014

0.274

0.147

0.112

7,629

2.58

5.17

162.81

502.38

107.50

216.04

209.84

18.09

2, 58

31.01

7.24

75.98

57 89

354.88

3, 446, 55

1,002.17

1,370,69

ORLAND PARK IL 60462 1970

IF PAID LATE 11/02/06 -

12/01/06 TAX CALCULATOR

X 16%

THANK YOU FOR YOUR FIRST INSTALLMENT PAYMENT OF:

355 59 ON 02-27-06 \$

WESTWOOD AVE

**Taxing District** 

SUBURBAN T B SANITARIUM

WATER RECLAMATION DIST

S COOK MOSQUITO ABATEMENT

ORLAND FIRE PROTECT, DIST.

MORAINE VALLEY COLL DIST

HIGH SCHOOL DISTRICT 230

SCHOOL DISTRICT 135 ORLAND PARK LIBRARY FUND

VILLAGE OF ORLAND PARK

ROAD AND BRIDGE ORLAND

TOWN OF ORLAND

ORLAND GENERAL ASSISTANCE

FOREST PRESERVE DISTRICT

COOK COUNTY PUBLIC SAFETY COOK COUNTY HEALTH FACIL.

(DO NOT PAY THESE TOTALS)

CONSOLIDATED ELECTIONS COUNTY OF COOK

PAY THIS BILL AT COOKCOUNTYTREASURER.COM OR ANY CHASE BANK THROUGH 12/01/06.

LATE PENALTY IS 1.5% PER MONTH. BY STATE LAW.

2004 Rate

0.001

0.012

0.347

1.063

0.253

2.200

3.071

0.274

0.483

0.042

0.000

0.064

0.060

0.000

0.327

0.144

0.122

8.463

2004 Assessed Value 20,118 2005 Property Value Property Classification 2-34 170,856 2005 Assessment Level

> 2005 State Equalization Factor X 2. 7320 2005 Equalized Assessed Value (EAV) 74,685 2005 Local Tax Rate

2005 Assessed Value

7.629% 2005 Total Tax Before Exemptions 5, 697. 72 Homeowner's Exemption

1,525.80 Senior Citizen Exemption 228.87 Senior Assessment Freeze Exemption

.00

2005 Total Tax After Exemptions = 354, 88 \* First Installment (Due 03/01/06) 354.88 Second Installment (Due 09/01/06) 0.00

Total 2005 Tax (Payable In 2006)

354.88

ORLAND PARK IL 60462-3134 IF YOUR TAXES ARE PAID BY MORTGAGE ESCROW, BE SURE NOT TO DOUBLE PAY.

\$3,588.17

Pension

9.30

52.20

2.06

17.05

33.07

89.41

51

. 51

66.67

# **PAYMENT COUPON**

\$

Refund Due

0.00

\* Non-Homestead IL Property Tax Exemption reduced your tax by

BY 09/01/06 (on time) If paying later, refer to amounts above. See the back side of this bill for detailed payment instructions. Please include only one check and one original payment coupon per envelope. Use of this coupon authorizes Treasurer's Office to reduce check amount to prevent overpayment.

Property Index Number (PIN) Volume 27-09-123-032-0000 146

Amount Paid

Include name, PIN, address, location, phone and e-mail on check payable to Cook County Treasurer.

Name/Mailing Address change? Check box and complete form on back to update your name and/or mailing address.

0000000000 270912303200005 00528

0000000000 0000000000 00000000000

VILLAGE OF ORLAND PARK

OR CURRENT OWNER 14700 S RAVINIA

ORLAND PARK IL 60462-3134

httallaalabtaalatattaaltatalattalattaaatt

**COOK COUNTY TREASURER** PO BOX 4488 CAROL STREAM IL 60197-4488 

27091230320000/0/05/F/000000000/2

# PURCHASE OF 14620 WESTWOOD DRIVE FROM HOWARD AND ARLEEN MANNING AS SELLER TO VILLAGE OF ORLAND PARK AS BUYER CLOSING DATE: FEBRUARY 4, 2005

Prepared by:
Klein, Thorpe and Jenkins, Ltd.
Civic Opera Building
20 North Wacker Drive, Suite 1660
Chicago, IL 60606
E. Kenneth Friker, Esq.
(312) 984-6408

iManage 168065 1

#### INDEX OF CLOSING DOCUMENTS

#### CONTRACT

1. Real Estate Sale Contract dated February 1, 2001, made between Howard and Arleen Manning (Seller) and Village of Orland Park (Buyer) for the purchase and sale of the real property commonly known as 14620 Westwood Drive, Orland Park, Illinois.

#### **CONVEYANCE DOCUMENTS**

- 2. Warranty Deed dated February 4, 2005, executed by Seller to Buyer, recorded in Cook County, on February 16, 2005, as Document Number 0504733072.
- 3. Affidavit of Title dated February 4, 2005, executed by Seller to Buyer.

#### TITLE AND DISBURSEMENT MATTERS

- 4. Chicago Title Insurance Company Title Policy, Title Policy No. 1401 008247974 UL, with an Effective Date of February 4, 2005 (original sent to Village on February 9, 2005).
- 5. Deed and Money Escrow Instructions executed by Seller, Buyer and Escrowee
- 6. Settlement Statement (HUD-1/ RESPA) executed by Seller, Buyer and Escrowee.

#### **SURVEY MATTERS**

7. Survey prepared by Joseph P. Knight & Assoc., Ltd., Job Number 117-J1701, dated January 24, 2005.

iManage 168065 1



## REAL ESTATE SALE CONTRACT

ILLINOIS FORM A®

pay all general real estate taxes, utilities and maintain property casualty and liability insurance for remains in possession between the time of closing and the time possession is delivered.	•
During the time of Sellers' possession, Sellers shall at all times assume all risk and liability for damage occurring during such possession and shall during such time and thereafter fully indemnify (Purchaser) harmless for any claim, demand, suit or liability resulting from the death, personal injured contribution of the premises during Sellers' possession.	and hold the Village
occurring on the premises during Sellers' possession. Seller shall not be my rent during its period of possession.	wired to pay any
7. Seller agrees to pay a broker's commission to	·
8. The carnest money shall be hold by	for the mutual
9. Seller agrees to deliver possession of the real estate in the same condition as it is at the date of th tear excepted.	is contract, ordinary wear and
10. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be within days from the date below, otherwise, at the Purchaser's option, this contract and the cornect money shall be returned to the Purchaser.	
This contract is subject to the Conditions and Stipulation set forth on the following pages hereof, wh Stipulations are made a part of this Contract.	nich Conditions and
Dated: Fantary	
PURCHASER: The VILLAGE OF ORLAND PARK, Address: 14700 S. Ravinia Ave. O	rland Park, IL 60462
BYIn_	
Name: Robert J. Zeder, Jr.	
Title: Village Manager	
SELLERS: HOWARD MANNING and ARLENE MANNING Address: 14620 Westwood D	or. Orland Park, IL 60462
BY Howard Hanning	
BY: arleen manning	

3T - 1811

こうしょうこう はくさく こくてん かんしょう しょうしょ しょう かいましき 大きなない ないしゅう ないいん しゅうしゅう かいかい

#### CONDITIONS AND STIPULATIONS

Purchaser

Seller or Seller's Seller's Advantage to be delivered to KNEKER or HARDER agont, 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 or the time specified in paragraph 5 on the front page hereof, whichever is later. 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 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 actions of the parties.

eneral ale and the participation taxes, eserved interest on inortgage indebtedness, if any, 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), (b), or (c) below (Strike subparagraphs not applicable):

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

(b) The most recent ascertains and incorporated herein by ref	T)	t-readjustment-thereof-pu	erment to the terms of re	<del>-proration letter</del> attached	nerew
<del>(*)[**]</del>	70				
transportant descript First Control	w   1965 - 1973	С унд ууранга	1 aball	1 and no follower.	P&

The amount of any general taxes which may accrue by reason of new or additional improvements shall be adj

Pulchared. All prorations are final unless otherwise provided herein. Existing leases and assignable insurance policies, if any, shall then be assigned to Purchaser. Selfer shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and 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 or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax; such tax required by local ordinance shall be paid by the party upon whom such ordinance places responsibility therefore If such ordinance does not so place responsibility, the tex shall be paid by the (Purchaser) (Strike one.) ALL TRANSPER TYXET ME TO BE

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

5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of the Seller's expenses and then to payment of broker's commission; the balance, if any, to be retained by the liquidated damages.

6: 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 corners mency shall be deposited in the escrow. The cost of the escrow shall be divided equally between Soller and Purchaser. paid (Strike paragraph if inapplicable.) 7. Time is of the essence of this contract. 8. 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. 9. Purchaser 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, the Residential Real Property Disclosure Act of Illinois, and the Residential Lead-Based Paint Hazard Reduction Act of 1992. In the event that either party shall fail to make appropriete disclosure when asked, such failure shall be considered a breach on the part of said party. 10. Alternative 1: Seller represents that he is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section. Alternative 2: 4 Purchaser represents that the transaction is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code because Purchaser intends to use the subject real estate as a qualifying residence under said Section and the sales price document -exceed \$300,000: ...

With respect to Section 1445 of the Internal Revenue Code, the parties agree as follows:

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

(Strike two of the three alternatives.)

Sellers:

in history

SEND FUTURE TAX BILLS TO:

The Village of Orland Park 14700 S. Ravinia Avenue Orland Park, IL 60462

THIS DOCUMENT WAS PREPARED BY:

Klein Thorpe and Jenkins, Ltd. 20 North Wacker Drive Suite 1660 Chicago, Illinois 60606 E. Kenneth Friker, Esq. (DS)

AFTER RECORDING RETURN TO:

E. Kenneth Friker Klein Thorpe and Jenkins, Ltd. 20 North Wacker Drive Suite 1660 Chicago, Illinois 60606



Doc#: 0504733072 Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 02/16/2005 09:01 AM Pg: 1 of 3

ABOVE SPACE FOR RECORDER]

## **WARRANTY DEED**

HOWARD C. MANNING and ARLEEN M. MANNING, his wife, (the "Grantors") for in consideration of the sum of *TEN AND 00/100THS DOLLARS (\$10.00)* and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these present *CONVEY AND WARRANT* unto the VILLAGE OF ORLAND PARK, an Illiniois Municipal Corporation, whose address is 14700 South Ravinia Avenue Orland Park, Illinois 60462 (the "Grantee"), the real property commonly known 14620 Westwood Drive, Orland Park, County of Cook, Illinois, and legally described in Exhibit A attached hereto and made a part hereof (herein called the "Property").

ADDRESS: 14620 Westwood Drive Orland Park, IL 60462

PIN: 27-09-123-032-0000

The Property is conveyed subject to: Covenants, conditions and restrictions of record; public and utility easements and general real estate taxes for the year 2004 and subsequent years.

Grantors hereby release and waive all rights under and by virtue of the Homestead Exemptions Laws of the State of Illinois.

iManage 148451 1

**BOX 334 CTI** 



Grantors have executed this Warranty Deed as of the day of February, 2005.
GRANTORS:  HOWARD C. MANNING  ARLEEN M. MANNING
NOTARY ACKNOWLEDGEMENT
STATE OF ILLINOIS )
COUNTY OF
The undersigned, a Notary Public in and for said County and State aforesaid, DOES HEREBY CERTIFY that HOWARD C. MANNING and ARLEEN M. MANNING, his wife, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.
GIVEN UNDER my hand and Notarial Seal this day of February, 2005.
Tummer &
Name of Notary:  "OFFICIAL SEAL"  LAWRENCE FRAZZINI  Notary Public, State of Illinois  My Commission Expires 04/01/2006
I bereby declare that the attached dood represents a
transaction exempt under provisions of Paragraph & Section 4, of the Real Estate Transfer Tax Act.

iManage 148451 1

# EXHIBIT A Legal Description

LOT 21 IN TUCK-A-WAY IN ORLAND 2 A RESUBDIVISION OF LOTS 3 THROUGH 5, 13 THROUGH 20, 33 THROUGH 43 IN WILDWOOD HILLS, A SUBDIVISION OF PART OF THE EAST ½ OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND RECORDED AS DOCUMENT NUMBER 1665811 ON APRIL 25, 1956 AND THAT PORTION OF 147<sup>TH</sup> STREET VACATED BY THE VILLAGE OF ORLAND PARK AND RECORDED AS DOCUMENT NUMBER 21009966 IN NOVEMBER 1969 ALL IN COOK COUNTY, ILLINOIS.

ADDRESS: 14620 Westwood Drive Orland Park, IL 60462

PIN: 27-09-123-032-0000

STATE OF ILLINOIS SS. COUNTY OF COOK

# AFFIDAVIT OF TITLE, COVENANT AND WARRANTY

The undersigned affiants (herein referred to as "Affiants"), being first duly sworn, on oath states, and also covenants with and warrants to the Grantee hereinafter named: The VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation.

Affiants have an interest in the real property described below or in the proceeds thereof and is the February \_\_\_\_\_\_\_, 2005, to Grantee, conveying the real property Warranty Deed dated ("Property") legally described on Exhibit A, attached hereto and made a part hereof.

ADDRESS:

14620 Westwood Drive Orland Park, Illinois 60462

PIN:

27-09-123-032-0000

That no labor or material has been furnished for the Property within the last four months, that is not fully paid for.

That since the title date of December 27, 2004, in the report on title issued by Chicago Title Insurance Company, Affiants have not done or suffered to be done anything that could in any way affect the title to the Property, and no proceedings have been filed by or against said Affiants, nor have any judgments or decrees been rendered against Affiants, nor are there any judgment notes or other instruments that can result in a judgment or decree against Affiants within five days from the date hereof.

That all applicable water taxes affecting the Property have been paid.

That this Affidavit is made to induce, and in consideration of, the said Grantee's consummation of the purchase of the Property.

Affiants further state: Naught

iManage 148452 I

Dated as of this \_\_\_\_\_\_ February, 2005.

AFFIANTS:

Name: HOWARD C. MANNING

Value M. Manning J

SUBSCRIBED AND SWORN to

before me this \_\_\_\_\_day of February, 2005.

Notary Public

"OFFICIAL SEAL"

LAWRENCE FRAZZINI

Notary Public, State of Illinois

My Commission Expires 04/01/2006

# EXHIBIT A Legal Description

LOT 21 IN TUCK-A-WAY IN ORLAND 2 A RESUBDIVISION OF LOTS 3 THROUGH 5, 13 THROUGH 20, 33 THROUGH 43 IN WILDWOOD HILLS, A SUBDIVISION OF PART OF THE EAST  $\frac{1}{2}$  OF THE WEST  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND RECORDED AS DOCUMENT NUMBER 1665811 ON APRIL 25, 1956 AND THAT PORTION OF  $147^{\text{TH}}$  STREET VACATED BY THE VILLAGE OF ORLAND PARK AND RECORDED AS DOCUMENT NUMBER 21009966 IN NOVEMBER 1969 ALL IN COOK COUNTY, ILLINOIS.

ADDRESS: 14620 Westwood Drive Orland Park, IL 60462

PIN: 27-09-123-032-0000

iManage 148452 1

# OWNER'S POLICY (1992) SCHEDULE A

DATE OF POLICY: FEBRUARY 4, 2005

OPOLA192

POLICY NO.: 1401 008247974 D1

LAF 02/04/05 16:33:32

OMA	OUNT OF INSURANCE: \$325,000.00
1.	NAME OF INSURED:
	VILLAGE OF ORLAND PARK
2.	THE ESTATE OR INTEREST IN THE LAND AND WHICH IS COVERED BY THIS POLICY IS A FEE SIMPLE, UNLESS OTHERWISE NOTED.
3.	TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:
	THE INSURED.
4	THE LAND HEREIN DESCRIBED IS ENCUMBERED BY THE FOLLOWING MORTGAGE OR TRUST DEED
	AND ASSIGNMENTS:
	NONE
	e ·
	AND THE MORTGAGES OR TRUST DEEDS, IF ANY, SHOWN IN SCHEDULE B HEREOF.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

## **OWNER'S POLICY (1992) SCHEDULE A (CONTINUED)**

POLICY NO.: 1401 008247974 D1

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

LOT 21 IN TUCK-A-WAY IN ORLAND 2 A RESUBDIVISION OF LOTS 3 THROUGH 5, 13 THROUGH 20, 33 THROUGH 43 IN WILDWOOD HILLS, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND RECORDED AS DOCUMENT NUMBER 1665811 ON APRIL 25, 1956 AND THAT PORTION OF 147TH STREET VACATED BY THE VILLAGE OF ORLAND PARK AND RECORDED AS DOCUMENT NUMBER 21009966 IN NOVEMBER 1969 ALL IN COOK COUNTY, ILLINOIS

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

OPLA1592

LAF

02/04/05 16:33:32

## OWNER'S POLICY (1992) SCHEDULE B

1401 008247974 D1

NOTWITHSTANDING THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS OF THIS POLICY, ALL ENDORSEMENTS, IF ANY, ATTACHED HERETO ARE VALID DESPITE THE LACK OF SIGNATURE BY EITHER THE PRESIDENT, A VICE PRESIDENT, THE SECRETARY, AN ASSISTANT SECRETARY, OR VALIDATING OFFICER OR AUTHORIZED SIGNATORY OF THE COMPANY.

#### **EXCEPTIONS FROM COVERAGE**

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) BY REASON OF THE FOLLOWING EXCEPTIONS:

#### GENERAL EXCEPTIONS:

- (1) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
- (2) ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES.
- (3) EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
- (4) ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- (5) TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

SPECIAL EXCEPTIONS: THE MORTGAGE, IF ANY, REFERRED TO IN ITEM 4 OF SCHEDULE A.

A 6.

- 1. TAXES FOR THE YEAR(S) 2004 AND 2005 2005 TAXES ARE NOT YET DUE OR PAYABLE.
  - 1A. NOTE: 2004 FIRST INSTALLMENT NOT YET DUE OR PAYABLE

PERM TAX# PCL YEAR 1ST INST STAT 2ND INST STAT 27-09-123-032-0000 1 OF 1 2003 \$1,759.00 PAID \$1,708.71 PAID

- 7. SUBJECT TO BUILDING LINE AND UTILITY EASEMENTS AS DISCLOSED BY PLAT OF SUBDIVISION AND TORRENS CERTIFICATE
- E 8. COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), CONTAINED IN THE DOCUMENTS OF RECORD NOTED ON THE TORRENS CERTIFICATE NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR

OPOLB192

LAF 02/04/05 16:33:32

# CHICAGO TITLE INSURANCE COMPANY

# OWNER'S POLICY (1992) **SCHEDULE B**

	1401	008247974	D1
EXCEPTIONS FROM COVERAGE (CONTINUED)			
REVERSION OF TITLE IN CASE OF BREACH OF CONDITION			

OPOLB292

LAF

02/04/05 16:33:32

# CHICAGO TITLE INSURANCE COMPANY POLICY SIGNATURE PAGE

POLICY NO.: 1401 008247974 D1

LAF 02/04/05 16:28:49

THIS POLICY SHALL NOT BE VALID OR BINDING UNTIL SIGNED BY AN AUTHORIZED SIGNATORY.
CHICAGO TITLE INSURANCE COMPANY  BY  AUTHORIZED SIGNATORY

POLSIGPG

### **DECLARATIONS**

We will provide the insurance described in and compliance with all applicable provisions of this policy.

13-13-1576-9

Policy Number

Named Insured and Mailing Address MANNING, HOWARD C & ARLEEN M 14620 WESTWOOD DR ORLAND PARK, IL 60462-1970

|Coverage afforded by this policy is |provided by:

STATE FARM FIRE AND CASUALTY COMPANY 2702 IRELAND GROVE RD |BLOOMINGTON IL 61709

--|A Stock Company with Home Offices in |Bloomington, Illinois.

The Policy Period begins and ends at 12:01 a.m. Standard Time at the residence premises.

12-28-2004 Effective Date 12 months-Policy Period

12-28-2005 Expiration of Policy Period

Limit of Liability - Section 1

269,000 Coverage A. Dwelling

Folicy Type Homeowners Policy

Dwell Repl Cost - Similar Construction Option ID - Increased Dwelling Applies

Location of Premises

Same as mailing address

|Automatic Renewal - If the Policy |Period is shown as 12 months, this |policy will be renewed automatically subject to the premiums, rules and forms in effect each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder |written notice in compliance with the policy provisions or as required by law.

|loss. Other deductibles may apply - refer to your policy.

| Policy Premium \$446.00

Forms & Endorsements

FP-7955.IL HOMEOWNERS POL LSP B1 OPT ID LMT RPLC COST-B COV A-INCR DWLG OPT OL BLD ORD/LAW-10% AMENDATORY END FE-2213

Additional Insured VILLAGE OF ORLAND PARK 14700 RAVINIA AVENUE

ORLAND PARK, IL 60462

Agent Name & Address KACEROVSKIS, A BILL

30 YEAR STATE FARM AGENT 14340 LAGRANGE RD

ORLAND PARK, IL 60462 (708)349-6919

Loan Number:

untersigned: January 31, 2005

1495

Agent's Code

MORTGAGEE COPY

559-916.2 Rev. 4-96

Agent

### PREMIUM NOTICE STATE FARM INSURANCE COMPANIES AGENT ISSUED DECLARATIONS

559-916.4

446.00

	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		-
POLICY NUMBER	BILLING PERIOD	AGENT CODE	
13-13-1576-9	FROM 12-28-2004   TO 12-28-2005	1495	
			_

LOCATION (If other than Named Insured's mailing address)

INSURED
MANNING, HOWARD C & ARLEEN M
14620 WESTWOOD DR
ORLAND PARK, IL 60462-1970

AMOUNT PAID \$ 446.00 AMOUNT DUE \$ .00

PREMIUM \$

DATE DUE

ADDITIONAL INSURED
THE LAGE OF ORLAND PARK
700 RAVINIA AVENUE
ORLAND PARK, IL 60462

AGENT NAME & ADDRESS
KACEROVSKIS, A BILL
30 YEAR STATE FARM AGENT
14340 LAGRANGE RD
ORLAND PARK, IL
60462 (708)349-6919

Loan Number:

### STATE FARM INSURANCE COMPANIES

ILLINOIS REGIONAL OFFICE 2702 IRELAND GROVE RD BLOOMINGTON IL 61709

559-916.4

Page 1 of 8

(the "Instructions")

**DEFINED TERMS** 

**DATE OF THESE INSTRUCTIONS:** 

February 4, 2004

**ESCROW TRUST NO.:** 

25007787

**ESCROWEE:** 

Chicago Title Insurance Company

**CLOSING OFFICE:** 

Chicago Title Insurance Company 15255 South 94th Street Suite 604

Orland Park, IL 60462 Ph (708) 226-0700 Fax ( 708 226-5261

**PURCHASER:** 

The Village of ORLAND PARK, an Illinois municipal corporation 14700 S. Ravinia Avenue Orland Park, IL 60462

**PURCHASER'S COUNSEL:** 

Klein Thorpe and Jenkins, Ltd. 20 North Wacker Drive, Suite 1660

Chicago, Illinois 60606

E. Kenneth Friker, Esq.

DIR: 312-984-6408

Del Suguitan, Paralegal DIR:

312-984-6413

FAX:

312-606-7077

**SELLERS** 

Howard C. Manning and Arleen M, Manning 14620 Westwood Drive Orland Park, IL 60462

**SELLER'S COUNSEL:** 

Mr. Steven Viz Figliulo & Silverman

10 South LaSalle Street Suite 3600

Chicago, IL 60603

Ph. (312) 251-5286 fax (312) 251-4610

PROPERTY TO BE INSURED:

14620 Westwood Drive Orland Park, II 60462

TYPE OF PROPERTY: TITLE COMMITMENT NO.:

Residential

TITLE COMMITMENT DATE:

008247974 December 27, 2004

PURCHASE PRICE:

\$325,000.00

**CLOSING DATE:** 

February 4, 2005

**DISBURSEMENT DATE:** 

February 4, 2005

Page 2 of 8

**SELLER DEPOSITS:** Seller shall deposit, or cause to be deposited, with Escrowee, the following::

- 1. **Warranty Deed**, (the "**Deed**") the original, fully executed by Seller and properly notarized.
- 2. **Affidavit of Title, Covenant and Warranty**, the original, fully executed by Seller and properly notarized.
- 3. **Certificate of Non-Foreign Status**, the original, fully executed by Seller and properly notarized.
- 4. **1099 Solicitation**, the original fully completed and executed by Seller.
- 5. Survey

6.

7.

- **B. PURCHASER DEPOSITS**: Purchaser shall deposit, or cause to be deposited, with Escrowee, the following:
- \$\_\_325,000.00\_ by wire transfer (or cashier's check), plus or minus any Earnest Money Deposit and prorations as listed in Seller's Closing Statement, representing the full payment of the **Purchase Price**.
- 2. A sum sufficient to satisfy Purchaser's title and escrow charges.

3.

- C. <u>SELLER AND PURCHASER JOINT DEPOSITS:</u> Seller and Purchaser shall each deposit, or cause to be deposited with Escrowee, the following:
- 1. State of Illinois Transfer Declaration Ptax 203, the originals completed and executed by Purchaser and Seller.
- 2. ALTA Statement, the original executed by Purchaser and Seller.
- 3. Closing Statement, executed by Purchaser, Seller and Escrowee.

4.

D. <u>TITLE REQUIREMENTS:</u>

Page 3 of 8

When all deposits are received by the Escrowee and, provided Chicago Title Insutance Company a (the "Title Company") is prepared to issue its ALTA Owner's Title Insurance Policy (the "Title Policy"), subject to the usual terms, exclusions, conditions and stipulations contained therein, in the amount of the Purchase Price, insuring the title of the Purchaser (grantee) in the Deed, and containing endorsement(s) listed below, if any, subject only to the following:

- 1. General real estate taxes for 2004, and subsequent years.
- 2. Acts done or suffered by, and judgments against the Purchaser (grantee).
- 3. Permitted exceptions shown on the Title Commitment as: No. 5 and 6

4.

### E. RECORDING AND DISBURSING INSTRUCTIONS:

When Escrowee is prepared to comply with the terms and provisions of these Instructions, Escrowee is authorized and directed to proceed as follows:

- 1. Escrowee shall (purchase, if required, and) affix to the Deed, the state and county transfer stamps in the amount shown on the respective Transfer Declaration.
- 2. Escrowee shall immediately, and in the following order, record the:
  - o Deed

0

- 3. Escrowee is to deduct the following charges from Seller's funds:
  - Make additional disbursements in accordance with the Closing Statement.
- 4. Escrowee is to deduct the following charges from Purchaser's funds:
  - Recording fee for the Deed;
    - Policy/commitment update and work charge fees
    - Escrow/closing fee;
    - Make additional disbursements in accordance with the Closing Statement as requested by Purchaser.

5.

6.

Page 4 of 8

- **F.** DELIVERY OF DOCUMENTS FROM ESCROW: Escrowee shall distribute the originals and copies of the closing documents as follows:
- 1. Deliver to Seller, the originals or copies as indicated of the following:
  - Original of the fully executed Instructions;
  - o Original fully executed Closing Statement;
  - o Copy of the fully executed **Disbursement Statement** from Escrowee; and
  - Copy of RESPA
- 2. Deliver to Purchaser, the originals or copies as indicated of the following:
  - Copy of the fully executed Instructions;
  - Copy of Deed;
  - Original recorded Deed;
  - o Original Affidavit of Title, Covenant and Warranty;
  - Copy of the fully executed Closing Statement;
  - o Copy of the fully executed **Disbursement Statement** from Escrowee;
  - Original Certificate of Non-Foreign Status
  - o Mark-up title commitment.
  - Survey
  - o RESPA
- 3. Escrowee shall retain the originals or copies as indicated of the following:
  - Copy of Certificate of Non-Foreign Status;
  - o Original 1099 Solicitation;
  - Original ALTA Statement;
  - o Copy of the Closing Statement;
  - o Original Disbursement Statement from Escrowee;

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4. Escrowee shall within thirty (30) days of the Closing Date deliver to Purchaser's Counsel, the original Title Policy, and when available the original recorded Deed.

### G. BILLING INSTRUCTIONS FOR ESTABLISHING AN ESCROW:

In the event Seller and Purchaser establish an escrow, the parties hereto acknowledge that beginning after a period of one year from the date of these Instructions, Escrowee will impose an administrative maintenance fee (quarterly, semi-annually, or annually) equivalent to the fee set forth on Escrowee's then current rate schedule. This fee is to be billed ½ to each of Seller and Purchaser.

### H. NOTE: NON-COMPLIANCE PROVISIONS:

Page 5 of 8

In the event all deposits to be made hereunder have not been received by Escrowee and/or Escrowee is not prepared to issue its owners title insurance policy as provided herein, or Escrowee is not prepared to execute the disbursement and other instructions contained in these Instructions on or before February 18, 2005 Escrowee is directed to continue to comply with these Instructions until Escrowee is in receipt of a written demand ("Written Demand") from either the Purchaser or Seller (the "Demand Party") for the return of deposits made by the Demand Party.

Upon Escrowee's receipt of such Written Demand, Escrowee is to return to the Demand Party all deposits made by the Demand Party. All other deposits are to be retained and delivered only upon the sole order of the respective depositor.

### I. STANDARD PROVISIONS:

### 1. <u>Investment</u>:

Deposits of funds made pursuant to these Instructions may be invested on behalf of any party or parties hereto; provided, that any direction to Escrowee for such investment shall be expressed in writing and contain the consent of all parties to the escrow, and also provided that Escrowee is in receipt of the taxpayer's identification number and investment forms as required. Escrowee will, upon request, furnish information concerning its procedures and fee schedules for investment.

In the event the Escrowee is requested to invest any deposits of funds hereunder, Escrowee is not to be held responsible for any loss of principal or interest, which may be incurred as a result of making the investments or redeeming said investment for the purposes of these Instructions, unless such loss is caused by the gross negligence or willful misconduct of Escrowee.

### 2. Direction Not to Invest/Right to Commingle:

Except as to deposits of funds for which Escrowee has received express written direction concerning investment or other handling, the parties hereto direct Escrowee NOT to invest any funds deposited by the parties under the terms of these Instructions and waive any rights which they may have under Section 2-8 of the Corporate Fiduciary Act (205 ILCS 620/2-8) to receive interest on funds deposited hereunder. In the absence of an authorized direction to invest funds, the parties hereto agree that Escrowee shall be under no duty to invest or reinvest any such funds at any time held by it hereunder; and, further, that Escrowee may commingle such funds with other deposits or with its own funds in the manner provided for the administration of funds under said Section 2-8 and may use any part or all of such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Provided, however, nothing herein shall diminish Escrowee's obligation to apply the full amount of such funds in accordance with the terms of these Instructions.

### 3. Business Day:

Page 6 of 8

Wherever under the terms and provisions of these Instruction the time for performance of a condition falls upon a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day.

### 4. Deposits after Time:

Escrowee shall continue to comply with these Instructions contained herein following the expiration of a time limited for making a deposit required under these Instructions (or for complying with any other condition hereof) until such time as a Written Demand, or further Written Demand as the case may be, is received by Escrowee for the return of deposits. The deposit may be made and accepted (or such other condition may be satisfied) by Escrowee at any time prior to Escrowee's receipt of a Written Demand, or further Written Demand, and such non-compliance will be cured by the receipt of such deposit by Escrowee (or the satisfaction of such other condition as the case may be).

### 5. Non-Performance:

Unless these Instructions contain provisions to the contrary, the Escrowee will not accept a Written Demand from a party if said party has not fully performed as required under these Instructions.

### 6. Real Estate Sales Contract.

The parties have heretofore entered into a Real Estate Sale Contract (the "Contract") pertaining to the transaction to be consummated by these Instructions. These Instructions shall not supersede the terms and provisions contained in the Contract and in the event of a conflict, the terms and provisions contained in the Contract shall prevail. It is agreed by the parties hereto that Escrowee is not to be considered a party to the Contract; the Escrowee shall be governed by the terms and provisions contained in these Instructions.

### 7. Written Notice

All notices and demands required or permitted to be made hereto shall be made to the Escrowee in writing. All notices required to be served by the Escrowee pursuant to these instructions shall be in writing and mailed to the attorneys for the respective Parties at the addresses on the first page of these Instructions. Notices by facsimile are also permitted provided the original notice is mailed to the attorneys for the respective Parties.

### J. AMENDMENTS OR SUPPLEMENTAL INSTRUCTIONS

These Instructions may be amended from time to time by less than all Parties by written amendment deposited with Escrowee, provided that such amendment shall apply to and affect only the Party signing the amendment and Escrowee shall proceed to comply with the terms of these Instructions as unchanged by the amendment with respect to all other Parties. All amendments or supplemental instructions, properly executed, shall be considered the same as the Instructions.

Page 7 of 8

### K. EXECUTION

These Instructions are governed by and are to be construed under the laws of the State of Illinois. These Instructions, and all amendments and/or supplemental instructions thereto, may be executed in counterparts, each of which counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

### L. JOINT DEPOSITS.

Any of the Joint Deposits, which require the signature of the other Party, shall be deemed to have been properly deposited by said Party notwithstanding that the document does not contain the other Party's signature.

### M. <u>DISCLAIMER REGARDING DEPOSITS</u>

Escrowee shall make no representations as to the condition of either the real or personal property described in any document deposited in this Escrow.

### N. RESPONSIBILITY OF ESCROWEE

Escrowee hereby agrees to reimburse Seller and/or Purchaser for actual loss incurred by Seller and/or Purchaser in connection with Escrowee closing of the herein purchase and sale, when such loss arises out of:

- i. Failure of Escrowee to comply with the herein instructions to the extent that such failure is related to (i) the obtaining of any document specifically required hereunder, but not to the extent that the Instructions require a determination of the validity, enforceability or effectiveness of such document or (ii) the collection and payment of funds due Seller pursuant to the Closing Statement; or (iii) Escrowee's failure to strictly comply with these Instructions; or (iv) the re-recording or re-execution of any document to be deposited hereunder in connection with (i), (ii), and (iii) hereof; or
- (ii) Fraud or dishonesty of the Escrowees in handling the documents deposited hereunder or Seller's net sales proceeds.

Name:

Title:

The parties hereto have executed these Instructions as of the day, month and year first above written.

P. Hanning

FOR SELLER(S):

FOR PURCHASER(S):

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Nam

Title

Page 8 of 8

Chicago Title and Trust Company

By: January Name: Title:

Title:

# PLAT OF SURVEY

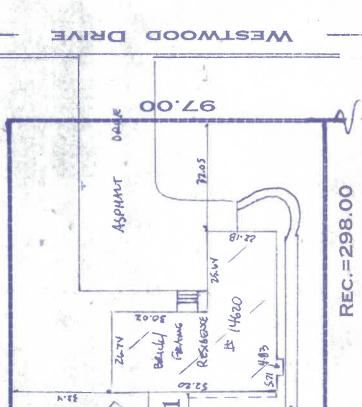
REGISTERED PROFESSIONAL ENGINEER REGISTERED LAND SURVEYOR

JOSEPH P. KNIGHT & ASSOC. LTD.

LOT 21 IN TUCK-A-WAY IN ORLAND 2 A RESUBDIVISION OF LOTS 3 THROUGH 5, 13 THROUGH 20, 33 THROUGH 43 IN WILDWOOD HILLS, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF THE THIRD OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND RECORDED AS DOCUMENT NUMBER 1665811 ON APRIL 25, 1956 AND THAT PORTION OF 147TH STREET VACATED BY THE VILLAGE OF ORLAND PARK AND RECORDED AS DOCUMENT NUMBER 21009966 IN NOVEMBER 1969, ALL IN COOK COUNTY, ILLINOIS.

134.63

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WAR.

Palch

MINITION

COUNTY OF COOK) SS

L, JOSEPH P. KNIGHT, HEREBY CERTEY THAT I HAVE SURVEYED THE ABOVE DESCRIBED TRACT OF LAND AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY. STATE OF ILLINO'S PROFESSIONAL DESIGN FIRM # 184002803.

IRLS #21/02

SCALE: 1"= 30

N. LINE W. 147TH ST.

134.63

DIMENSIONS ARE GIVEN IN PRET DECIMAL PARTS.
THEREOF AND CORRECTED TO 62 DEGREE FAHRENHEIT.
COMPARE ALL POINTS BEFORE BUILDING AND REPORT AT
ONCE IF ANY DIFFERENCE EXISTS BETWEEN THE POINTS
SHOWN HEREON. FOR EASEMENTS AND BUILDING LINE
RESTRICTIONS CONSULT DEED OR TITLE POLICY. LOT
CORNERS HAVE NOT BEEN RESTAKED UNLESS
OTHERWISE INDICATED.

ORDER # 117 J1701

SURVEY FORKLEIN Thorpe

Jenkins



# OFFICE OF THE COOK COUNTY TREASURER Maria Pappas

# CHANGE OF NAME AND ADDRESS ON COOK COUNTY REAL ESTATE TAX BILLS MAIL-IN WEB APPLICATION

Ref Number: 361991 Date: 1/23/2006 Property Index Number (PIN): 27-09-123-032-0000 Volume: 146 **OLD** - Name & Mailing Address: **NEW** - Name & Mailing Address: Name: VILLAGE OF ORLAND PARK Name: VILLAGE OF ORLAND PARK Address: 14620 WESTWOOD DR Address: 14700 SOUTH RAVINIA ORLAND PARK, IL 60462-1970 ORLAND PARK, IL 60462 **Property** Location: 14620 Westwood Avenue Daytime Phone: (708)403-6100 Upon oath, and under penalties of perjury as provided by law, I hereby affirm, represent, warrant and certify to the Office of the Cook County Treasurer that I am the legal, beneficial or equitable owner, trustee or agent for the owner or trustee for the above captioned real property, and that I possess the actual legal, equitable or actual authority to execute this instrument. Robert J. Zeder, Jr. (Printed name of applicant) (Signature of applicant) County of Illinois Cook S. S.: State of I, a notary public, in and for the state and county aforesaid, do hereby certify that Robert J. Zeder, Jr. personally known to me to be the same person who executed the foregoing Application for Change of Name or Address of Cook County Real Estate Tax Bill, appeared before me this day in person, and executed the foregoing document, under oath, as his/her free and voluntary act for the uses and purposes therein set forth. Many Shonedar 0 2 / 0 6 / 20 0 6 0 1/ 2 6/200 9 Notary Public My Commission Expires Date MAIL ALL APPLICATIONS TO: Cook County Treasurer OFFICIAL SEAL IMPROPATY PUBLIC STATE OF ILLIN Name and Address Change Department 118 N. Clark Street - Room 112

MY COMMISSION EXPIRES:01/26/09

Chicago, IL 60602

### LAW OFFICES

### KLEIN, THORPE AND JENKINS, LTD.

JOSHUA S. ABERN
RINDA Y. ALLISON
TERRENCE M. BARNICLE
JAMES P. BARTLEY
THOMAS P. BAYER
GERARD E. DEMPSEY
MICHAEL J. DUGGAN
JAMES V. FEROLO
E. KENNETH FRIKER
BRIAN M. FUNK
CYNTHIA S. GRANDFIELD
KATHLEEN T. HENN
EVERETTE M. HILL, JR.
MICHAEL T. JURUSIK
JACOB H. KARACA

SUITE 1660 20 NORTH WACKER DRIVE CHICAGO, ILLINOIS 60606-2903

TELEPHONE (312) 984-6400 FACSIMILE (312) 984-6444 FACSIMILE (312) 606-7077

ORLAND PARK OFFICE 15010 S. RAVINIA AVE., SUITE 17 ORLAND PARK, IL 60462-3162 TELEPHONE (708) 349-3888 FACSIMILE (708) 349-1506 PATRICK A. LUCANSKY LANCE C. MALINA MICHAEL A. MARRS THOMAS M. MELODY JANET N. PETSCHE DONALD E. RENNER, III SCOTT F. UHLER GEORGE A. WAGNER JOHN ALLEN WALL DENNIS G. WALSH JAMES G. WARGO BRUCE A. ZOLNA

OF COUNSEL JAMES A. RHODES RICHARD T. WIMMER

Administration

Writer's Direct Dial: (312) 984-6452

Writer's Email oheller@ktjnet.com

January 30, 2006

Mr. Robert J. Zeder Orland Park Village Manager 14700 South Ravinia Avenue Orland Park IL. 60462

RE: Real Estate Tax Exemption for 2005

Dear Mr. Zeder:

I have enclosed a copy of the Illinois Department of Revenue ruling letters for the following listed properties:

<u>P.I.N.</u>	<b>Property Address</b>	Docket No.	<b>Exemption Status</b>
27-20-103-026	10801 Anthony	05-16-554	100% of the 2005 Assessment Year.
27-29-205-028	10661 Churchchill Drive	05-16-552	100% of the 2005 Assessment Year.
27-14-304-009	15701 Orland Brook Drive	05-16-551	100% of the 2005 Assessment Year
27-14-303-012	15701 Orland Brook Drive	05-16-493	100% of the 2005 Assessment Year
27-18-300-005	11820 159 <sup>th</sup> Street	05-16-492	100% of the 2005 Assessment Year
27-04-417-027	14200 LaGrange Road	05-16-553	100% of the 2005 Assessment Year

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27-09-123-031	14610 Westwood Dr.	05-16-545	44% of the 2005
27-09-123-032	14620 Westwood Dr.	05-16-474	Assessment Year 91% of the 2005
27-15-203-004	15155 Windsor Dr.	05-16-473	Assessment Year 84% of the 2005
			Assessment Year
27-15-210-007	15160 Royal Foxhunt Road	05-16-472	97% of the 2005 Assessment Year

Once you receive the 2005 tax bill, please forward it to my attention so that our office can request the Cook County Treasurer's Office to adjusted the tax bill pursuant to the Property's exempt status.

I have forwarded a copy of the ruling letter to the Cook County Assessor's Exemption Department. This P.I.N. should appear on your next year's Annual Affidavit of Certificate of Exempt Properties to continue this exemption on the Property.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.

Ozymandius Heller Paralegal Clerk

cc: E. Kenneth Friker, Attorney; Phillip Brigham, Paralegal

Illinois Department of Revenue

Office of Local Government Services, 3-520 101 West Jefferson Street Springfield, Illinois 62702

Telephone: 217 785-2252

Illinois Department of Revenue docket no.: 05- 16- 474

County reference no.: 93542

Non-homestead Property Tax Exemption Certificate (35 ILCS 200/8-35, 16-70, and 16-130)

Property owner or applicant: VILLAGE OF ORLAND PARK

County: Cook

Property index number, legal description, or both: 27-09-123-032

Based on the statement of facts and supporting documentation in the application, we hereby issue this certificate approving the exemption for 91% of the 2005 assessment year.

For most exemptions, 35 ILCS 200/15-10 requires the filing of an annual affidavit or certificate of exempt status form with the chief county assessment officer on or before January 31 of each year. This form is available at the county assessment office.

The Illinois Department of Revenue docket number shown above is your exemption certificate number. Refer to this number on the annual certificate of status form and in all future correspondence regarding this property. If you do not agree with this decision, you must send us a written request for a formal hearing within 60 days after the decision date show below. In your request, concisely state the mistakes alleged to have been made or the new evidence to be presented as required by 35 ILCS 200/8-35.

Decision date: January 20, 2006

Illinois Department of Revenue Brian Hamer, director

This is an important legal document and should be retained as part of your permanent records.

PTAX-301-C (R-7/02) IL-492-1158 10-0000035

State of Illinois	)
	)
County of Cook	)

### AFFIDAVIT AS TO USE

Ellen J. Baer, Assistant Village Manager for the Village of Orland Park, being first duly sworn, deposes and says that:

- 1. Permanent Index Number 27-09-123-032-0000 is commonly known 14620 Westwood Drive, Orland Park, Illinois 60642.
- 2. Said property was acquired on February 4, 2005 by Warranty Deed, a copy of which is attached hereto.
- 3. Since its acquisition, the property has been and will continue to be used exclusively for flood mitigation or other municipal purposes.
- 4. And further Affiant sayeth not.

Village of Orland Park:

Ellen J. Baer, Assistant Village Manager

Subscribed and Sworn to before me this 30% day of  $5\% \div 2005$ 

NOTARY PUBLIC

OFFICIAL SEAL
MARY SHANAHAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/26/09



# CHICAGO TITLE INSURANCE COMPANY

# REAL ESTATE SALE CONTRACT

ILLINOIS FORM A\*

1. The Village of Orland Park, a municipal corporation Purchaser)
agrees to purchase at a price of \$ 325,000.00 on the terms set forth herein, the following described real estate in
COOK County, Illinois: ILOT 21 IN TUCK-A-WAY IN ORLAND 2 A RESUBDIVISION OF LOTS 3 THROUGH 5, 13 THROUGH 20
33 THROUGH 43 IN WILD WOOD HILLS, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9 TOWNSHIP
36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND RECORDED AS DOCUMENT NUMBER 1665811 ON APRIL 25, 1956 AND THAT PORTION OF 147TH STREET VACATED BY THE VILLAGE OF ORLAND PARK AND RECORDED AS DOCUMENT NUMBER 21009966 IN NOVEMBER 1969
IN COOK COUNTY, ILLINOIS,
IN COOK COUNTY, ILLINOIS.  14620 Westwood Drive Orland Park, IL 60462 and with
approximate lot dimensions 97! by 134.63 , together with the following property presently located thereon:
All personal property belonging to the Sellers will be removed
by the Sellers when they leave the premises.
\$07x
ARLEENTO
2. HOWARD MANNING and ARLENE MANNING, his wife (Seller)
(Insert names of all owners and their respective spouses)
agrees 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 (in joint tenancy) 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.
AT CLOSING. EX
3. Purchaser will pay \$325,000.00 will pay within days the additional sum of \$ ) as earnest
money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus prorations, at
the time of closing to follows: - (strike subparagraph not applicable)
(a) The payment of 5
(b) The acceptance of the title to the real estate by Purchaser subject to a mortgage (trust deed) of record securing a principal
indebradgess (which the Purchaser [does] [does not] agree to assume) aggregating 5 bearing bearing
Interest at the rate of % a year, and the payment of a sum which represents the difference between the amount due on the
indebtedness at the time of closing and the balance of the purchase price.
4. This contract is subject to the condition that Purchaser be able to procure within days a firm commitment for a
loan to be secured by a mortgage or trust deed on the real estate in the amount of \$
as Purchaser accepts, with interest not to exceed % a year to be attrottized from Purchaser is unable to
and service charges for such loan not to exceed  % If after making every reasonable effort, Purchaser is unable to procure such commitment within the time specified herein and so notifies Seller thereof within that time, this contract shall become
null and void and all earnest money shall be returned to Purchaser; provided that if Seller, at his option, within a like period of time
following Purchaser money for Purchaser such a commitment or notifies Purchaser that Seller will accept a purchase money
the same ship combiner shall remain in full force and effect. (Strike noraproph if indpolicable).
AP AC ANTHALLY AGLOM AY THE PASTES TO
a my at a fall-shoot half ha on 1901127V . /(10) have after under that transmit has been procured in about a party approximation.
the day of the day of the same of the same of the same of the same same same supplied the same supplied to the same same same same supplied to the same same same same same same same sam
hosping operative (whichever date is later), unless subsequently mutually agreed etherwise, at the direct of Chicago This institution
Company or of the mortgage lender, if any provided title is shown to be good or is accepted by Purchaser.
·

6. Seller shall deliver possession to purchaser on or before pay all general real estate taxes, utilities and maintain proper remains in possession between the time of closing and the time	days after the sale has been closed. Seller agrees to ty casualty and liability insurance for each day that the Seller are possession is delivered.
(Purchaser) harmless for any claim, demand, suit or liability roccurring on exclaim the premises during Sellers' possession	resulting from the death, personal injury or property damage
الم المالالمالالمالالمالالمالية	DE JUNE DE JUN
7. Seller agrees to pay a broker's commission to	
8. The carnest money shall be hold bybenefit of the partice	for the matual
9. Seller agrees to deliver possession of the real estate in the stear excepted.	same condition as it is at the date of this contract, ordinary wear and
10. A duplicate original of this contract, duly executted by the within day from the date below, otherwise, and the cornect money shall be returned to the Purchases.	e Seller and his spouse, if any, shall be delivered to the Purchasers, at the Purchaser's option, this contract shall become null and void,
This contract is subject to the Conditions and Stipulation set for Stipulations are made a part of this Contract.	orth on the following pages hereof, which Conditions and
Dated: Fantary, 2005	•
PURCHASER: The VILLAGE OF ORLAND PARK, an Illinois municipal corporation  BY:  Robert J. Zeder, Jr.	Address: 14700 S. Ravinia Ave. Orland Park, IL 60462
Title: Village Manager	
SELLERS: HOWARD MANNING and ARLENE MANNI  BY Joward Hanning  BY: Alexand Manning	NG Address: 14620 Westwood Dr. Orland Park, IL 60462
	•

### CONDITIONS AND STIPULATIONS

Purchaser
Seller or Seller's Seller's Adays prior to the time of closing, a title commitment for an owner's title insurance policy issued by the Chloago 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 or the time specified in paragraph 5 on the front page hereof, whichever is later. 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 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 actions of the parties.

eneral the same perfection, were the term with the boy forther taxes, exercised interest on morngage indebtedness, if any, 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), (b), or (c) below (Strike subparagraphs not applicable):

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

(b) The most recent ascertain and incorporated herein by re	5	<del>eadjustment</del> the <del>reof pursuant</del>	to the term <del>s of reproration letter</del> attack	hed hereto
The amount of any general to	xes which may accrue by re	a <del>son of new or additional imp</del>	orovements shall be adjusted as follow	<del></del>
_				

All prorations are final unless otherwise provided herein. - Existing learns and assignable insurance policies, if any, shall then beessigned to Purchaser. Selfer shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and 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 or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax; such tax required by local ordinance shall be paid by the party upon whom such ordinance places responsibility therefore If such ordinance does not so place responsibility, the tex shall be paid by the (Purchaser) (Strike one.) ALL TANSPER TRXET MEET PAID BY AREMSER. 4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of the Seller's expenses and then to payment of broker's commission; the balance, if any, to be retained by the Seller liquidated damages.

	•
6. At the election of Seller or Purchaser upon notice to the other passes closed through an escrow with Chicago Title and Trust Company Deed and Money Escrow Agreement then in use by Chicago Title a escrow agreement as may be required to conform with this contract.	y, in accordance with the general provisions of the usual form of nd Trust Company, with such special provisions inserted in the Upon the creation of such an escrow, anything herein to the
contrary notwithstanding, payment of purchase price and delivery of earnest money shall be deposited in the escrow. The cost of the esc (Strike paragraph if inapplicable.)	
7. Time is of the essence of this contract.	in their stranger AX
8. All notices herein required shall be in writing and shall be serve mailing of a notice by registered or certified mail, return receipt required.	d on the parties at the addresses following their signatures. The uested, shall be sufficient service.
9. Purchaser and Seller hereby agree to make all disclosures and do the Real Estate Settlement Procedures Act of 1974, the Residential Lead-Based Paint Hazard Reduction Act of 1992. In the event that such failure shall be considered a breach on the part of said party.	Real Property Disclosure Act of Illinois, and the Residential
10. Alternative 1:  Seller represents that he is not a "foreign person" as defined in exempt from the withholding requirements of said Section. Seller v forth in said Section.	Section 1445 of the Internal Revenue Code and is therefore vill furnish Purchaser at closing the Exemption Certification set
Code because Purchaser intends to use the subject real estate as a qu	ithhelding requirements of Section 1445 of the Internal Revenue unlifying residence under said Section and the sales price document.
Alternative 3. With respect to Section 1445 of the Internal Revenue Gode,  11. Purchaser shall pay all reasonable and o	4
customary escrow fees) incurred by the Selle	
Connection with this transaction. (Strike two of the three alternatives.)	· .
(Strike two of the time and matters)	
Sellers:	
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	1975 1976

### Law Offices

# Figliulo & Silverman

A Professional Corporation

Ten South LaSalle Street **Suite 3600** Chicago, Illinois 60603 Telephone 312.251.4600 Facsimile 312,251,4610

### FACSIMILE COVER SHEET

DATE:

The state of the s

January 25, 2005

NUMBER OF PAGES: 5

:OT<sub>Chillipper</sub>

E. Kenneth Friker, Esq. or Del Suguitan, paraglegal

FAX NUMBER: (312) 984-6444 and (312) 606-7077

FROM:

Stephen A. Viz

RE:

 $m_{\ell}$  . 6.365 1 Manning to Village of Orland Park Sale of 14620 Westwood Drive

MESSAGE: Faxed is a copy of the amended contract which has been signed by my clients. Please advise as to status of Village's execution of contract, title, survey and closing. We wish to close as soon as possible. Thank you.

> If there are any problems with this transmission, please call Stephen A. Viz at 312.251.5286

The Original Of This Transmission Will Be Sent By

	U.S. MAIL	MESSENGER	OVERNIGHT MAIL
e Europe		_ THIS IS THE ONLY COPY	YOU WILL RECEIVE

This facsimile contains PRIVILEGED AND CONFIDENTIAL INFORMATION intended only for the use of the Addressee(s) named below. If you are not the intended recipient of this facsimile, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this facsimile is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone and return the original facsimile to us at the above address via the U.S. Postal Service. Thank you. N:\OFFICE\STEVE\FAXCOVER.FRIKER.WPD...1/26/06

### LAW OFFICES

Marring home

# KLEIN, THORPE AND JENKINS, LTD.

RINDA Y. ALLISON TERRENCE M. BARNICLE JAMES P. BARTLEY THOMAS P. BAYER GERARD E. DEMPSEY MICHAEL J. DUGGAN JAMES V. FEROLO E. KENNETH FRIKER CYNTHIA S. GRANDFIELD KATHLEEN T. HENN EVERETTE M. HILL, JR. MICHAEL T. JURUSIK JACOB H. KARACA

SUITE 1660 20 NORTH WACKER DRIVE · CHICAGO, ILLINOIS 60606-2903

TELEPHONE (312) 984-6400 FACSIMILE (312) 984-6444 FACSIMILE (312) 606-7077

ORLAND PARK OFFICE 15010 S. RAVINIA AVE., SUITE 17 ORLAND PARK, IL 60462-3\62 TELEPHONE (708) 349-3888 FACSIMILE (708) 349-1506 PATRICK A. LUCANSKY LANCE C. MALINA MICHAEL A. MARRS THOMAS M. MELODY JANET N. PETSCHE DONALD E. RENNER, III SCOTT F. UHLER GEORGE A. WAGNER ALLEN WALL DENNIS G. WALSH JAMES G. WARGO BRUCE A. ZOLNA

OF COUNSEL
JAMES A. RHODES
RICHARD T. WIMMER

	WOLD I' A HAINEK
70: Mary Shaveter	Date: 1.14 · 2005
Telephone: () Fax No.: (748) 349 - 4859 FROM: Mu pmuly f	Delpart of m.
KLEIN, THORPE AND JENKINS, LTD.  Writer's Direct Dial: (312) 984-6413  Number of pages to follow (including cover page	5
If the specified quantity is not received, please notify our Comments:  Hi Mwy –	office.
Hues the cons	that fee this
I type 175 legether.	Signed
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error, please immediately notify us by telephone (collect calls will be accepted) to arrange for return of the

forwarded documents to us at our expense.

2156067077



# CHICAGO TITLE INSURANCE COMPANY

# REAL ESTATE SALE CONTRACT

ILLINOIS FORM A\*

The Village of Orland Park, a municipal corporation Purchaser)
agrees to purchase at a price of \$ 325,000.00 on the terms set forth herein, the following described real estate in
Cook County, Timols:
( to be inserted upon receipt of title commitment)
commonly known as 14620 Westwood Drive Orland Park, IL 60462
approximate lot dimensions '97' by 124 62! toother the lot dimensions '97' by 124 62!
approximate lot dimensions 97! by 134.63 , together with the following property presently located thereon:
All personal property belonging to the Sellers will be removed
by the Sellers when they leave the premises.
2 HOWARD MARKING and ART WAR ACCOUNTS OF
2. HOWARD MANNING and ARLENE MANNING, his wife (Seller)
(Insert names of all owners and their respective spouses)
agrees 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 (in joint tenancy) 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 \$325,000.00 will pay within days the additional sum of \$ 325,000.00
money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus prorations, at
i <del>ne time of closing as follows: - (strike subparagraph not applicable)</del>
(a) The payment of \$\(\frac{\partial}{2}\)
(b) The acceptance of the title to the real estate by Purchaser subject to a mortgage (trust deed) of record securing a principal
indebtedness (which the Purchaser [does] [does not] agree to assume) aggregating \$ bearing
interest at the rate of % a year, and the payment of a sum which represents the difference between the amount due on the
ndebtedness at the time of closing and the balance of the purchase price.
. This contract is subject to the condition that Purchaser be able to procure within days a firm commitment for a
oan to be secured by a mortgage or trust deed on the real estate in the amount of \$
as Purchaser accepts, with interest not to exceed % a year to be amortized over years, the commission
and service charges for such loan not to exceed %. If after making every reasonable effort, Purchaser is unable to
procure such commitment within the time specified herein and so notifies Seller thereof within that time, this contract shall become
null and void and all earnest money shall be returned to Purchaser; provided that if Seller, at his option, within a like period of time
following Purchaser's notice, procures for Purchaser such a commitment or notifies Purchaser that Seller will accept a purchase money
nortgage upon the same terms, this contract shall remain in full force and effect. (Strike paragraph if inappiteable).
2 Min. day 6 2 2 2 1 11 1 2 Zadromer 2005 1 2 4 4 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
The time of closing shall be on January ,2005, days after notice that financing has been procured if above paragraph 4 is
perative, or on the date; if any, to which such time is extended by reason of paragraph 2 of the Conditions and Stipulations hereafter
ecoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of Chicago Title Insurance
Company or of the mortgage lender, if any, provided title is shown to be good or is accepted by Purchaser.

6. Seller shall deliver possession to purchaser on or before, 90 days after the sale has been closed. Seller agrees to pay all general real estate taxes, utilities and maintain property casualty and liability insurance for each day that the Seller remains in possession between the time of closing and the time possession is delivered.	
During the time of Sellers' possession, Sellers shall at all times assume all risk and liability for personal injury and property damage occurring during such possession and shall during such time and thereafter fully indemnify and hold the Village (Purchaser) harmless for any claim, demand, suit or liability resulting from the death, personal injury or property damage occurring on or about the premises during Sellers' possession.	
7: Seller agrees to pay a broker's commission to	
8. The carnest money shall be held by	
9. 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.	
10. A duplicate original of this contract, duly execyuted by the Seller and his spouse, if any, shall be delivered to the Purchasers within day from the date below, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be returned to the Purchaser.	
This contract is subject to the Conditions and Stipulation set forth on the following pages hereof, which Conditions and Stipulations are made a part of this Contract.	
Dated: January, 2005	
PURCHASER: The VILLAGE OF ORLAND PARK, Address: 14700 S. Ravinia Ave. Orland Park, IL 60462 an Illinois municipal corporation	
BY:	
Name: Robert J. Zeder, Jr.	
Title: Village Manager	
ELLERS: HOWARD MANNING and ARLENE MANNING Address: 14620 Westwood Dr. Orland Park, IL 60462	
BY:	
BY:	
1	

### CONDITIONS AND STIPULATIONS

Purchaser

1. Seller or Seller's

1. Seller or Seller's

1. Seller shall deliver or cause to be delivered to Richard For Enthronian agent, 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 or the time specified in paragraph 5 on the front page hereof, whichever is later. 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 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 actions of the parties.
- 3. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, 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), (b), or (c) below (Strike subparagraphs not applicable):

(a)	105	% of the	most recent	ascertainable	taxes:
-----	-----	----------	-------------	---------------	--------

(b) The most recent ascertainable taxes and subsequent readjustment thereof pursuant to the terms of reproration letter attached he and incorporated herein by reference.	eto
<del>(c) [Clim]</del>	_}
The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows:	
	-

All prorations are final unless otherwise provided herein. Existing leases and assignable insurance policies, if any, shall then be assigned to Purchaser. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and 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 or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax; such tax required by local ordinance shall be paid by the party upon whom such ordinance places responsibility therefor. If such ordinance does not so place responsibility, the tax shall be paid by the (Purchaser) (Seller). (Strike one.)

- 4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
- 5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of the Seller's expenses and then to payment of broker's commission; the balance, if any, to be retained by the Seller as liquidated damages.

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- 6. 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 divided equally between Seller and Purchaser. (Strike paragraph if inapplicable.)
- 7. Time is of the essence of this contract.
- 8. 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.
- 9. Purchaser 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, the Residential Real Property Disclosure Act of Illinois, and the Residential Lead-Based Paint Hazard Reduction Act of 1992. In the event that either party shall fail to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said party.

### 10. Alternative 1;

Seller represents that he is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

### Alternative 2:

Purchaser represents that the transaction is exempt from the withholding requirements of Section 1445 of the Internal Revenue.

Code because Purchaser intends to use the subject real estate as a qualifying residence under said Section and the sales price does not exceed \$300,000.

### Alternative 3."

With respect to Section 1445 of the Internal Revenue Code, the parties agree as follows:

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

connection with this transaction, (Strike two of the three alternatives.)

ellers:		
· ·		
11.21		

194-14-2002 11:28

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### Mary Shanahan

From: Del Suguitan [dsuguitan@ktjnet.com]

Sent: Friday, January 14, 2005 5:02 PM

To: Mary Shanahan

Subject: RE: DO YOU WANT RJ TO SIGN THE FAX YOU SENT, OR WAIT FOR AN ORIGINAL? HE SAID

IT WAS FINE.

Mary just have him sign the fax and wait til Monday for Mr. Friker to decide if he needs to sign the original. The Seller's attorney may still want to make some changes to it.

-----Original Message-----

From: Mary Shanahan [mailto:mshanahan@orland-park.il.us]

Sent: Friday, January 14, 2005 12:10 PM

To: Del Suguitan

Subject: DO YOU WANT RJ TO SIGN THE FAX YOU SENT, OR WAIT FOR AN ORIGINAL? HE SAID IT WAS

FINE.

### LAW OFFICES

### KLEIN, THORPE AND JENKINS, LTD.

**SUITE 1660** 20 NORTH WACKER DRIVE CHICAGO, ILLINOIS 60606-2903

RINDA Y. ALLISON TERRENCE M. BARNICLE JAMES P. BARTLEY THOMAS P. BAYER GERARD E. DEMPSEY MICHAEL J. DUGGAN JAMES V. FEROLO E. KENNETH FRIKER CYNTHIA S. GRANDFIELD KATHLEEN T. HENN EVERETTE M. HILL, JR. MICHAEL T. JURUSIK JACOB H. KARACA PATRICK A. LUCANSKY LANCE C. MALINA

TELEPHONE (312) 984-6400 FACSIMILE (312) 984-6444 FACSIMILE (312) 606-7077

ORLAND PARK OFFICE 15010 S. RAVINIA AVB., SUITE 17 ORLAND PARK, IL 60462-3162 TELEPHONE (708) 349-3888 FACSIMILE (708) 349-1506

WRITER'S E-MAIL

MICHAEL A. MARRS THOMAS M. MELODY JANET N. PETSCHE

DONALD E. RENNER, III SCOTT F. UHLER

GEORGE A. WAGNER ALLEN WALL

DENNIS G. WALSH JAMES G. WARGO BRUCE A. ZOLNA

OF COUNSEL

IAMES A. RHODES

RICHARD T. WIMMER

(312) 984-6408

WRITER'S DIRECT DIAL

ekfriker@ktjnet.com

February 9, 2005

Ms. Annmarie K. Mampe Finance Director Village of Orland Park 14700 South Ravinia Avenue Orland Park, IL 60462

> Purchase of 14620 Westwood Drive Re:

Orland Park, Illinois (Manning Property)

### Dear Annmarie:

In connection with the real estate closing held on February 4, 2005, with reference to the above-captioned matter, enclosed please find the following:

- 1. Chicago Title Insurance Company Policy No. 1401 008247974;
- 2. Closing Statement;
- 3.
- State Farm Insurance Certificate; and Check payable to the Village of Orland Park in the amount of \$433.18 to be representing an overpayment in this transaction. representing an overpayment in this transaction.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.

E. Kenneth Friker

Enc.

A.	CHICAGO TITLE INSI	URANCE COMP.	ANY				LOAN		_
				.  FHA		mHA CONV. I		CONV. UNINS.	
	CLOSER: LARRY FRAZZI			File Number:		7011	824797	4	TEM
	DATE OF PRINT			. , ,	-	- It		7-001 LAF	OF
	TIME OF PRINTI			'. Loan Numbe					
717	SETTLEMENT STATE DEPARTMENT OF HOUSING AND	EMENT LIBBAN DEVELO	PMENT	. Mortgage Ins	surance Cas	e Numb	per		
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0	"(p.o.c.)" were paid outside the closing; th								
D. N	AME OF BORROWER: VILLAGE OF								
	ADDRESS: 14620 WEST								
E N	ORLAND PARI				60462				
E. 14	AME OF SELLER: HOWARD C. 1 ADDRESS: 14620 WEST	MANNING AND ARL	EEN M.	DUINNAM					
	ORLAND PARI		OIS	(	60462				
F. N	AME OF LENDER: CASH DEAL								
	ADDRESS:								
G. P	ROPERTY LOCATION: 14620 WEST		TNOTO		C04	<b>C</b> 2			
U 0	ORLAND PARK	LE AND TRUST C	INOIS		604	.62	I CETTI	EMENT DAT	E
п. о		TH AVENUE, SUI						ry 04, 200	
	ORLAND PARK	( ILLI	NOIS		60462		(	04:00	
, ,,,	ADDRESS: ORLAND PARK	TH AVENUE, SUI	NOIS		60462		Februa	SEMENT DA	05
J	. SUMMARY OF BORROWER'S TRAN	SACTION	K.	SUMMARY	OF SELI	ER'S			
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	Personal Property		200000000000000000000000000000000000000	nal Property		000000000000000000000000000000000000000			
	Settlement charges to borrower (line 1400)	1,893.00							
104.			404.						
105. Adiu	stments for items paid by seller in advan	ce	405. Adjustme	ents for item	s naid by	seller i	n advance		
	City/town taxes to	Ĭ	406. City/			to	., 44 /4/100		
	County taxes to		407. Coun			to			
108. A	Assessments to		408. Asses	sments		to			
109.			409.						
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111.			411.						
112.	GROSS AMT DUE FROM BORROWER		412.	DO ANT DUE T	OCCUED				
	200. AMOUNTS PAID BY OR IN BEHALF OF BO	326,893.00 DRBOWER	500	REDUCTION	IS IN AMOL	INT DIE	F TO SELLE	325,00 R·	0.00
	Deposit or earnest money	THOWEN		s deposit (see			L TO OLLLL		
	Principal amount of new loan(s)			ment charges t		line 140	00)		
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			504. Payof	f of first mortga	age loan				
204.									
205.			505. Payor	f of second mo	rtgage Ioan				
206.			506.						
207.		<del></del>	507.						
208.			508.						
209.			509.						
Adju	stments for items unpaid by seller		Adjustme	ents for item	s unpaid b	y selle	er		
-	City/town taxes to		510. City/			to			
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216.			516.						
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219.	CTAL BAID DV (FOR DODDOWIED		519.						
	TOTAL PAID BY/FOR BORROWER  OO. CASH AT SETTLEMENT FROM/TO	2,076.18		AL REDUCT				2,07	6.18
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	ess amts paid by/for borrower (line 220)	326,893.00	602. Less	reductions in				325.00	0.00 76.18)
	CASH(☑ FROM) (☐ TO) BORROWER	324,816.82		H(⊠ TO) (			ELLER	322,92	
Ihav	e carefully reviewed the HUD-1 Settlement Stater	nent and to the best of r	nv knowled	ge and belief. i	t is a true an	d accur	ate statemen	t of all receipts	3.04
and	disbursements made or my account or by me in	this transaction, I further	certify that	I have received	d a popy of the	ne HUD	-1 Settlemen	t Statement.	
	Borrower 2 June 2	eder aller	Seller	X Howa	w/ (1)	Henr	und		
	VILLAGE OF ORLAND PARK			HOWARD C MA	NNING ) 5	h )	7	2	
	No.			ALEEN M. MA	NNTNG	1.	lann	ing	
To th	ne best of my knowledge, the HUD-1 Settlement S	Statement which I have p	repared is	true and accu	rate accoun	t of the	funds which	were received a	nd
ilave	been or will be disbursed by the undersigned as	part of the settlement of	ı ınıs transa	ution,					
	Settlement Agent		-1 1	Date	eary;		505		
WARN	IING: It is a crime to knowingly make false statements to the Unite Title 18 U.S. Code Section 1001 and Section 1010.	ed States on this or any other sir	nilar form. Pen	alties upon convicti	ion can Include	a fine and	imprisonment.	For details see:	1

LAI

	IME OF PRINTING	G: 16:19 G: 02/04/05
700. TOTAL SALES/BROKER'S COMMISSION based on price \$ 325,000,00 @ %=	PAID FROM	PAID FROM
Division of Commission (line 700) as follows:	BORROWER'S	SELLER'S
701. LB: \$ to	FUNDS AT SETTLEMENT	FUNDS AT SETTLEMENT
702. SB: \$ to  703. Commission paid at Settlement	OCTTELMENT	OLI ILLIVILIVI
703. Commission paid at Settlement (Money retained by broker applied to commission \$ )		
704. Other sales agent charges:		
705. Additional commission: \$ to		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801. Loan Origination Fee		
803. Appraisal Fee to		
804. Credit Report to		
805. Lender's Inspection Fee to  806. Mortgage Insurance Application Fee to		
807. Assumption Fee to		
808.		
809.		
810. 811.		
812.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest from to @\$ /day for 0 days		
902. Mortgage Insurance Premium for 0.00 months to 903. Hazard Insurance Premium for 0.00 years to		
904.		
905.		
1000. RESERVES DEPOSITED WITH LENDER 1001. Hazard Insurance 0.00 month @\$ per month		
1001, Hazard insurance 0.00 month @\$ per month  1002, Mortgage insurance 0.00 month @\$ per month		
1003. City property taxes 0.00 month @\$ per month		
1004. County property taxes 0.00 month @\$ per month		
1005. Annual assessments 0,00 month @\$ per month		
1006. 0,00 month @\$ per month		
1007. 0.00 month @\$ per month 1008. Aggregate Accounting Adjustment	0.00	0.00
1100. TITLE CHARGES	0.00	0.00
1101. Settlement or Closing Fee to CHICAGO TITLE AND TRUST COMPANY	500.00	
1102. Abstract or title search to 1103. Title examination to		
1104. Title insurance binder to		
1105. Document preparation to		
1106. Notary fees to 1107. Attorney's fee to		
1108. Title Insurance to CHICAGO TITLE INSURANCE COMPANY	1,115.00	
(includes above items numbers:)	1,113.00	
1109. Lender's coverage \$0.00 \$ 50.00		
1110. Owner's coverage \$325,000.00 \$ 1,065.00		
1112.		
1113.		· · · · · · · · · · · · · · · · · · ·
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording fees: Deed \$ ; Mortgage \$ ; Release \$ 1202. City/county tax/stamps: Deed \$ : Mortgage \$	28.00	
1202. City/county tax/stamps: Deed \$ ; Mortgage \$ 1203. State tax/stamps: Deed \$ ; Mortgage \$		
1204.		
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to JOSEPH A. KNIGHT	252.22	
1302. Pest inspection to	250.00	
1303.		
1304.		
1305. 1306.		
1307.		
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)	1,893.00	
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is and disbursements made on my account or by me in this transaction, I further certify that I have received a	a true and accurate state	ment of all receipts
(xellette the All.	7 54	Statement,
VILLAGE OF ORLAND PARK  Seller HOUSE C MANNING	- spanning	
ADE DAY M. MAINTEN	m. manne	ig .
ARLEEN M. MANNING The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction disbursed in accordance with this statement.	. I have caused or will ca	use funds to be
disbursed in accordance with this statement.		
Settlement Agent  WARNING: It is a crime to knowledge grade falce of stempert to the illustrated. States and the control of th		
WARNING: It is a crime to knowingly make false statement to the United States on this or any other similar form. Penalties upon conviction can Incl Title 18 U.S. Code Section 1001 and Section 1010.	ude a fine and imprisonment. Fo	r details see:

# FIGLIULO & SILVERMAN

A PROFESSIONAL CORPORATION

Stephen A. Viz Direct Dial No. (312) 251-5286 E-mail: sviz@fslegal.com TEN SOUTH LASALLE STREET
SUITE 3600
CHICAGO. ILLINOIS 60603

November 9, 2004

TELEPHONE (312) 251-4600

FACSIMILE (312) 251-4610

WWW.FSLEGAL.COM

R.J. Zeder Ellen Baer Village of Orland Park 14700 Ravinia Drive Orland Park, Illinois 60462

> Re: Howard and Arleen Manning 14620 Westwood Drive Orland Park, Illinois

Dear Mr. Zeder and Ms. Baer:

I represent the Mannings in the sale of their residence to the village. As you know, Dale J. Kleszynski of Associated Property Counselors, Ltd. recently appraised the value of the property at \$325,000.00. I have enclosed a copy of the Kleszynski appraisal. The Mannings are willing to accept that amount for the purchase price provided the village agrees to the following additional terms:

- Extended possession for up to one year following conveyance of title and payment of the proceeds, rent-free and tax-free, to enable the Mannings to find a new home, close on that transaction and move into the new home. The Mannings do not expect that it will take a full year to move into a new home, but seek the comfort level that a year would provide;
- Village to pay their moving expenses;
- Village to pay all closing costs on the transaction and prepare all closing documents at its expense

The Mannings desire to consummate this sale expeditiously. Please advise me as soon as possible whether these terms are acceptable to the village. I look forward to working with you on this transaction.

-----

Stephen A. Viz

cc: Mr. and Mrs. Howard Manning

### LAW OFFICES

### KLEIN, THORPE AND JENKINS, LTD.

**SUITE 1660** 

20 NORTH WACKER DRIVE CHICAGO, ILLINOIS 60606-2903

TELEPHONE (312) 984-6400 FACSIMILE (312) 984-6444 FACSIMILE (312) 606-7077

ORLAND PARK OFFICE 15010 S. RAVINIA AVE., SUITE 17 ORLAND PARK, IL 60462-3162 TELEPHONE (708) 349-3888 FACSIMILE (708) 349-1506

WRITER'S DIRECT DIAL

WRITER'S E-MAIL

GEORGE A. WAGNER ALLEN WALL DENNIS G. WALSH JAMES G. WARGO BRUCE A. ZOLNA

LANCE C. MALINA

IANET N. PETSCHE

SCOTT F. UHLER

MICHAEL A. MARRS THOMAS M. MELODY

DONALD E. RENNER, III

OF COUNSEL JAMES A. RHODES RICHARD T. WIMMER

(ecoi-

Plantration.

(312) 984-6435

pbrigham@ktjnet.com

February 9, 2006

VIA CERTIFIED MAIL NO. 7004 1160 0000 5486 9144 RETURN RECEIPT REQUESTED

Kathy Lubben Village of Orland Park 14700 South Ravinia Avenue Orland Park, Illinois 60462

RE: Village of Orland Park/ Manning

Purchase of 14620 Westwood Drive, Orland Park, IL (the "Property")

Closed: February 4, 2005

Dear Kathy:

JOSHUA S. ABERN

JAMES P. BARTLEY

GERARD E. DEMPSEY

MICHAEL J. DUGGAN JAMES V. FEROLO

E. KENNETH FRIKER

KATHLEEN T. HENN EVERETTE M. HILL, JR. MICHAEL T. JURUSIK

IACOB H. KARACA

PATRICK A. LUCANSKY

BRIAN M. FUNK CYNTHIA S. GRANDFIELD

RINDA Y. ALLISON TERRENCE M. BARNICLE

Enclosed is a Closing Book, which we have prepared which contains originals and/or copies of pertinent closing documents in connection with the above referenced Property and should be kept in a safe place. Also, pursuant to Section 7(1)(s) of the Freedom of Information Act, the documents contained in the Closing Book are no longer exempt from inspection and copying by the public.

Regarding the 2005 real estates taxes and the Village's responsibility of payment thereof. The Village received a proration for 2005 real estate taxes from January 1, 2005 through and including February 4, 2005. Therefore, when you have received the tax bills for the foregoing taxes, you will need to pay these taxes.

You should receive from the Cook County Treasurer's Office an annual Affidavit reflecting the addresses and permanent index numbers of all the Village Exempt Property and in the event the Property is not listed, you will need to add the Property to the Affidavit pursuant to the

iManage 168789 1

instructions contained therein. We have prepared an exemption petition for removing the Property from the Cook County tax role until such time as the Village sells the Property.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.

Phillip Brigham, Paralegal

cc: (without encl.)

Robert J. Zeder, Village Manager Annmarie Mampe, Finance Director E. Kenneth Friker, Village Attorney

KTJ File (w/encls.)

KTJ Paralegal File (w/encls.)

**DATE: January 17, 2005** 

### REQUEST FOR BOARD ACTION

File Number: 2005-0036

Orig. Department: Village Manager

File Name: Manning Property -- 14620 Westwood Drive

### **SUMMARY OF REQUESTED ACTION:**

Ordinance

### **BACKGROUND:**

The Village Board has authorized the purchase of the Manning property at 14620 Westwood Drive for the amount of \$325,000.00. The agreement provides the Mannings 90 days to vacate the home following the closing. The attached Ordinance reflects this transaction.

### **BUDGET IMPACT:**

\$325,000 Account #031-6007-433-7050 Funds were set aside for flood study recommended work

I move to pass Ordinance # \_\_\_\_\_, entitled:

### **REQUESTED ACTION:**

AN ORDINANCE AUTHORIZING PURCHASE OF PROPERTY (MANNING - 14620 WESTWOOD DRIVE, ORLAND PARK, ILLINOIS)

AN ORDINANCE AUTHORIZING PURCHASE OF PROPERTY (MANNING - 14620 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 TWENTY-FIVE THOUSAND (\$325,000.00) DOLLARS, and directed the Village Attorney to prepare the appropriate purchase and donation acceptance documents. Said property is located at 14620 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 TWENTY-FIVE THOUSAND (\$325,000.00) 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.

Law Offices

### Figliulo & Silverman

A Professional Corporation

Ten South LaSalle Street Suite 3600 Chicago, Illinois 60603 Telephone 312.251.4600 Facsimile 312.251.4610

#### **FACSIMILE COVER SHEET**

DATE:	January 5, 2005	NUMBER OF PA	AGES: 3	
TO:	Ellen Baer, Assistant Vi	llage Manager		
FIRM:	Village of Orland Park			
FAX NUMBER:	708-349-4859			
FROM:	Stephen A. Viz			
Re:	Manning - 14620 Westw	ood Drive		
	if there are any problems please call Stephen A.		•	i
T	he Original Of This Transi	mission Will Be S	ent By	
U.S. M	AILMESSEN	IGER	_ OVER	NIGHT MAII

This facsimile contains PRIVILEGED AND CONFIDENTIAL INFORMATION intended only for the use of the Addressee(s) named below. If you are not the intended recipient of this facsimile, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this facsimile is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone and return the original facsimile to us at the above address via the U.S. Postal Service. Thank you.

THIS IS THE ONLY COPY YOU WILL RECEIVE

## LAW OFFICES FIGLIULO & SILVERMAN

A PROFESSIONAL CORPORATION

TEN SOUTH LASALLE STREET
SUITE 3500
CHICAGO, ILLINOIS 60603

Stephen A. Viz Direct Dial No. (312) 251-5286 E-mail: sviz@fslegal.com TELEPHONE (312) 251-4600

FACSIMILE (312) 251-4610

WWW F5LEGAL.COM

January 5, 2005

VIA FAX (708) 349-4859 AND REGULAR MAIL

Ellen Baer Village of Orland Park 14700 Ravinia Drive Orland Park, Illinois 60462

Re:

Howard and Arleen Manning 14620 Westwood Drive Orland Park, Illinois

Dear Ms. Baer:

As we have previously discussed, please allow this letter to confirm the general terms of the agreement between the Mannings and the Village for the sale of their home as follows:

- Purchase price of \$325,000.00 (equal to appraised value by Associated Property Counselors, Ltd.);
- Village will prepare all closing documents at its expense and pay any and all closing costs;

The Mannings have found a suitable alternative home but have not yet signed a purchase contract. The seller of that property apparently is moving out of state and needs 90 days of continued possession after closing. That seller needs the proceeds from the Mannings to purchase their new home.

Likewise, the Mannings need the proceeds from the Village's purchase of their home to buy this other home. Accordingly, the Mannings request that the sale to the Village occurs first so the Mannings can use those proceeds to purchase the other home. That seller can then in turn purchase their new home with the money from the Mannings. Since that seller cannot vacate until mid-April or so (depending on the actual closing date), the Mannings request to remain in possession of their home rent-free until such time as they can move into this other home.

We request that the closing for the sale of the Mannings' home to the Village close as soon as possible, preferably mid-January. Soon thereafter, the Mannings will use those proceeds to close on the purchase of the new home. Within approximately 90 days (hopefully less) after such closing

## FIGLIULO & SILVERMAN

Ms. Ellen Baer January 5, 2005 Page Two

on their purchase, the Mannings should be in a position to deliver possession of their home to the Village.

If the Village is in agreement with these requests, please execute a copy of this letter and fax back to me as soon as possible so that the Mannings can sign their purchase contract. Please also have the closing documents prepared and forwarded to me for review and signature by the Mannings. I would also appreciate the name and phone number of the person who will be handling this matter for the Village so I can coordinate the closing documents, date and location. Thank you.

Very truly yours,

Stephen A. Viz

Acknowledged, Agreed and Accepted by the Village of Orland Park this \_\_\_\_\_ day of January 2005.

ву: \_\_\_\_\_

Its: \_\_\_\_\_

cc: Mr. and Mrs. Howard Manning

SAV/bs

N;\OPFICE\STEVE\Manning letter to VOP2.WPD

#### Law Offices

## Figliulo & Silverman

A Professional Corporation

Ten South LaSalle Street **Suite 3600** Chicago, Illinois 60603 Telephone 312.251.4600 Facsimile 312.251.4610

#### FACSIMILE COVER SHEET

DATE:

November 10, 2004

**NUMBER OF PAGES: 19** 

TO:

R.J. Zeder, Village Manager

Ellen Baer, Assistant Village Manager

FIRM:

Village of Orland Park

FAX NUMBER: 708-349-4859

FROM:

Stephen A. Viz

Re:

Manning - 14620 Westwood Drive

If there are any problems with this transmission, please call Stephen A. Viz at 312.251.5286

The Original Of This Transmission Will Be Sent By

 U.S. MAIL	MESSENGER	OVERNIGHT MAIL
	THIS IS THE ONLY COPY YO	U WILL RECEIVE

This facsimile contains PRIVILEGED AND CONFIDENTIAL INFORMATION intended only for the use of the Addressee(s) named below. If you are not the intended recipient of this facsimile, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this facsimile is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone and return the original facsimile to us at the above address via the U.S. Postal Service. Thank you. N:\OFFICE\SYEVE\FAXCOVER.ZEDER.wpd...11/10/04

#### LAW OFFICES Figliulo & Silverman

A PROFESSIONAL CORPORATION

Stephen A. Viz Direct Dial No. (312) 251-5286 E-mail: sviz@fslegal.com

TEN SOUTH LASALLE STREET 5UITE 3600 CHICAGO, ILLINOIS 60603

November 9, 2004

TELEPHONE (312) 251-4600

FACSIMILE (312) 251 4610

WWW FSLEGAL COM

R.J. Zeder Ellen Baer Village of Orland Park 14700 Ravinia Drive Orland Park, Illinois 60462

> Howard and Arleen Manning 14620 Westwood Drive Orland Park, Illinois

Dear Mr. Zeder and Ms. Baer:

I represent the Mannings in the sale of their residence to the village. As you know, Dale J. Kleszynski of Associated Property Counselors, Ltd. recently appraised the value of the property at \$325,000.00. I have enclosed a copy of the Kleszynski appraisal. The Mannings are willing to accept that amount for the purchase price provided the village agrees to the following additional terms:

- Extended possession for up to one year following conveyance of title and payment of the proceeds, rent-free and tax-free, to enable the Mannings to find a new home, close on that transaction and move into the new home. The Mannings do not expect that it will take a full year to move into a new home, but seek the comfort level that a year would provide;
- Village to pay their moving expenses;
- Village to pay all closing costs on the transaction and prepare all closing documents at its expense

The Mannings desire to consummate this sale expeditiously. Please advise me as soon as possible whether these terms are acceptable to the village. I look forward to working with you on this transaction.

cc: Mr. and Mrs. Howard Manning

SAV/bs N:\OFFICE\STEVE\Manning letter to VOP.WPD

#### AN APPRAISAL OF

The Single-Family Residence

#### **LOCATION**

14620 Westwood Drive Orland Park, Illinois

#### PREPARED FOR

Ms. Ellen Baer Assistant Village Manager Village of Orland Park 14700 Ravinia Drive Orland Park, Illinois 60462

#### PREPARED BY

Associated Property Counselors, Ltd.
11800 South 75<sup>th</sup> Avenue
Suite 100 West
Palos Heights, Illinois 60463

#### AS OF

October 18, 2004

#### ASSOCIATED PROPERTY COUNSELORS, LTD.

**Real Estate Appraisers and Consultants** 

11800 South 75th Avenue Suite 100 West Palos Heights, Illinois 60463 Phone: 708-361-6767 Facsimile: 708-361-9133 Dale J. Kleszynski, MAI, SRA President www.apclimited.com dkleszynski@apclimited.com

October 26, 2004

Ms. Ellen Baer Assistant Village Manager Village of Orland Park 14700 Ravinia Drive Orland Park, Illinois 60462

Re: 14620 Westwood Drive Orland Park, Illinois

Dear Ms. Baer:

At your request, I inspected and appraised the above referenced property to estimate the Market Value as of October 18, 2004. The purpose of the appraisal is to assist you in the disposition of the property. The appraisal and report are completed in accordance with the Uniform Standards of Professional Appraisal Practice and the Code of Ethics of the Appraisal Institute. As a summary report, all information used in formulating this conclusion is summarized here and additional data/material is retained in my file and/or office. The following summary report communicates pertinent information and the conclusion of value.

Location:	14620 Westwood Drive, Orland Park, Illinois		
Property Type:	Detached Single-Family Residence		
Zoning Classification:	R-3, "Residential District"		
Highest and Best Use -Vacant:	As Zoned		
Highest and Best Use - Improved:	As Presently Improved		
Marketing Time:	3 to 6 months		
Exposure Time:	3 to 6 months		
Date of the Appraisal:	October 18, 2004		
Date of Inspection:	October 18, 2004		
Real Property Interest Valued:	Fee Simple		
Definition of Market Value:	See File		
Appraisal Development:	See File		
Intended User:	The client is identified as the Village of Orland Park By agreement, Mr. Steven A. Viz, Esquire is identified as a client and intended user of this appraisal and report. No other users are intended or implied.		

	· ·
Permanent Real Estate Index Number:	27-09-123-032
Compliance With USPAP Guidelines:	I have not departed from the Uniform Standards of Professional Appraisal Practice in the completion of this appraisal.
Description of the Site:	The subject is a rectangular shaped parcel with 97.0 feet of frontage along the west side of Westwood Drive. Depth along the north and south lot lines is 134.63 feet. Total site area is approximately 13,059 square feet. Site dimensions were taken from a provided plat of survey dated August 10, 1985.
	The topography of the site is level to gently rolling. The site is landscaped with mature trees and shrubs and all utilities are available. To the best of my knowledge, the subject property is not in a designated flood hazard area.
Description of the Improvements.	The subject is a detached, single-family residence that was constructed in 1979. The split-level design contains approximately 1,479 square feet of living area above grade and the floor plan includes a foyer, 6 rooms, 3 bedrooms, and 1.75 baths above grade. The lower level is finished with a family room, office, and .75 bath. The office area may be modified for use as a fourth bedroom. The lower basement includes a recreation room and a laundry room.
	Exterior construction is of cedar siding and brick veneer Soffits and fascia are covered with aluminum. Interior finish includes: hardwood, carpet and ceramic tile floors, plasterboard or panel walls and plasterboard ceilings. The design and utility of the house is typical of the market and the house is in excellent condition. The bathrooms and kitchen have been remodeled within the past 7 years. The roof was replaced in 1997. The furnace, air conditioner, water heater, some basement floor coverings, doors, trim and walls were replaced in 2003.
	Additional features include: a woodburning fireplace, vaulted and beamed living room ceiling, fenced wood deck, brick patio, whole house fan, and a security system to third party.
Applied Analysis:	In this appraisal, I applied only the Direct Sales Comparison Approach to Value. I have not departed from the USPAP guidelines while completing this appraisal.

### SUMMARY OF IMPROVED SALES

Location	Subject Property 14620 Westwood Drive Orland Park ill	14630-Westwood Drive Orland Park, IL	10047 West 1455 Street Orland Park IL	14650 South Oakley Street, Orland Park II
Sale Date:	N/A	01/04	9/04	9/04
Sale Price:	· N/A	\$293,000	\$325,000	\$295,000
Year Constructed:	1979	1978	1977	1971
Design:	Split level	Split level	Split level	Split level
Above Grade Living Area:	1,479 SF	1,444 SF	1,542 SF	1,204 SF
Above Grade Room Count:	6 Rms, 3 BR, 1.75 Baths	6 Rms, 3 BR, 2 Baths	6 Rms, 3 BR, 1.5 Baths	6 Rms, 3 BR, 2 Baths
Basement: Finish:	Full Basement FR, Office, 75 Bath, Recreation Room	Full Basement FR, 1 BR, 1 Bath	Full Basement FR, BR, 1 Bath, Recreation Room, Office	Partial Basement FR, Den
Garage:	2 Car Attached	2 Car Attached	2 Car.Attached	2 Car Attached
Land Area:	13,059 SF	13,095 SF	14,190 SF	13,553 SF
Location:	· Good	Good	Good	Good
Exterior Finish:	Cedar, Brick Veneer	Cedar, Brick Veneer	Aluminum, Brick Veneer	Cedar, Brick Veneer
Fireplaces:	1	2	2	. 0
Comments:	Deck, Whole House Fan, Security System	Deck	Deck, Fence	Deck
Heat/Central Air:	HA-F/CAC	HA-F/CAC	Radiant & HA- F/CAC	HA-F/CAC
Condition/ Modernization:	Good/Baths, Kitchen	Good/Baths, Kitchen	Good/Kitchen	Good/Baths
Financing:	N/A	Conventional	Conventional	Conventional

### SUMMARY OF IMPROVED SALES

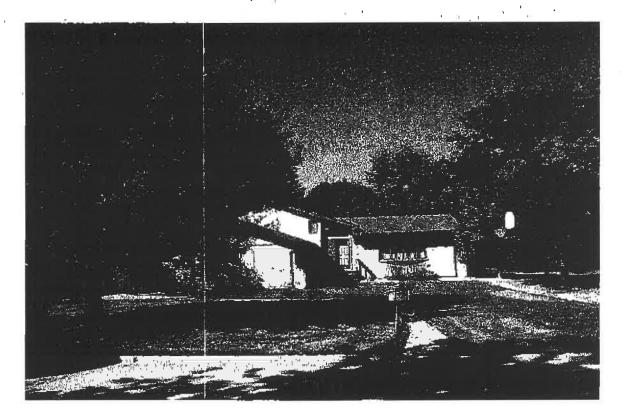
Location	Subject Property	8838 Lori Lane	9110 Werlon	14036
	14620 Westwood	Orland Park, IL 🗸	Drive,	Charleston
	Drive:		Orland Park, IL	Drive,
	Orland Park, IL			Orland Park, IL
Sale Date:	N/A	08/04	05/04	07/04
Sale Price:	N/A	\$315,000	\$302,000	\$320,000
Year Constructed:	1979	1976	1985	1982
Design:	Split level	Split level	Split level	Split level
Above Grade Living Area:	1,479 SF	1,624 SF	1,499 SF	1,359 SF
Above Grade	6 Rms, 3 BR,	7 Rms, 4 BR,	6 Rms, 3 BR,	6 Rms, 3 BR,
Room Count:	1.75 Baths	2 Baths	2 Baths	2.5 Baths
Basement: Finish:	Full Basement FR, Office, 75 Bath, Recreation	Full Basement, FR, Den, 1 Bath	Full Basement, FR, Office, 1 Bath	Partial Basement, FR, Recreation Room
0.000	Room	100 04	0.00= 0#=======	O Con Attached
Garage:	2 Car Attached	2 Car Attached	2 Car Attached	2 Car Attached
Land Area:	13,059 SF	11,060 SF	10,000 SF	10,000 SF
Location:	Good	Average	Average	Average
Exterior Finish:	Cedar, Brick Veneer	Cedar, Brick, Aluminum	Cedar, Brick	Cedar, Brick
Fireplaces:	1	1 .	0	1
Comments:	Deck, Whole House Fan, Security System	Deck, 3 Season Room, Hot Tub	Deck	Cathedral Ceilings
Heat/Central Air:	HA-F/CAC	HA-F/CAC	HA-F/CAC	AF-F/CAC
Condition/ Modernization:	Good/Baths, Kitchen	Good/Baths, Furnace/AC	Good/Baths	Good/Hot Water Heater, Newer Roo
Financing:	* N/A	Conventional	Conventional	Conventional
Final Reconciliation:	Adjustments were considered for property rights conveyed, financing, condition of sale, elapsed time, location, Highest and Best Use, land area and physical variations. A summary of applied adjustments is retained in my file and/or office.			
Value Conclusion:	\$325,000	•	Ĭ.	

If you have any questions please contact my office.

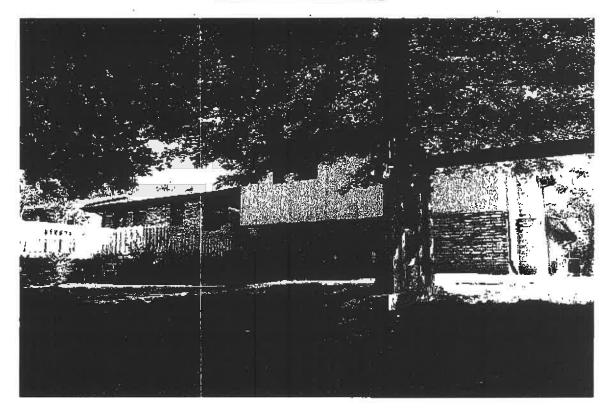
Very truly yours,

Dale J. Kleszynski, MAI, SRA President

#### **PHOTOGRAPHS OF THE SUBJECT PROPERTY**

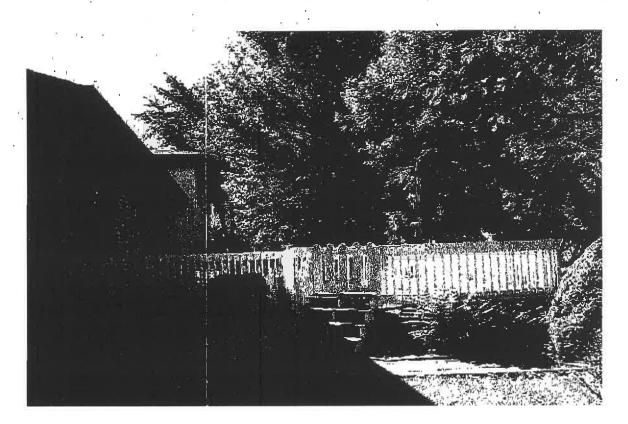


SUBJECT PROPERTY

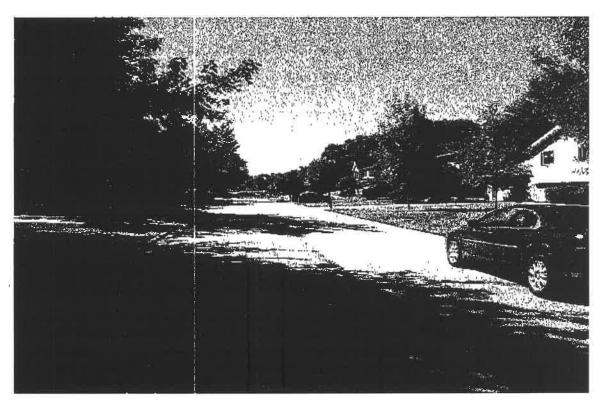


SUBJECT PROPERTY

### PHOTOGRAPHS OF THE SUBJECT PROPERTY



SUBJECT PROPERTY



STREET SCENE

#### CERTIFICATION

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, conclusions, and recommendations.
- I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the
  parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the
  development or reporting of a predetermined value or direction in value that favors the
  cause of the client, the amount of the value opinion, the attainment of a stipulated
  result, or the occurrence of a subsequent event directly related to the intended use of
  this appraisal.
- my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant real property appraisal or appraisal consulting assistance to the person signing this certification.
- I certify that, to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

Respectfully submitted,

Dale J. Kleszynski, MAI, SRA

President

- 1. By this notice, all persons and firms reviewing, using or relying on this report in any manner bind themselves to accept these assumptions and limiting conditions. Do not use this report if you do not accept these assumptions and limiting conditions. These conditions are a preface to any certification, definition, fact or analysis, and are intended to establish as a matter of record that the consultant's function is to provide an opinion based on the appraiser's/consultant's observations of the subject property and real estate market as of a certain date. As the property and conclusions may be impacted by the passage of time due to various factors including, by way of description and not limitation: physical changes, economic changes and/or market activity, the opinions are considered to be reliable as of the date of the assignment. Subsequent to that date, the appraiser(s)/consultant(s) reserve the right to amend the analysis and/or conclusion in light of such changed conditions. This appraisal/consulting assignment and report are not an engineering, construction, legal or architectural study or survey and expertise in these areas is not implied.
- 2. The liability of Associated Property Counselors, Ltd., its officers, employees, contractors, and associate appraisers/consultants (hereinafter referred to collectively as "APC") is limited to the identified client. There is no accountability, obligation, or liability to any third party except if otherwise specifically stated within the report. APC's maximum liability relating to services rendered under this assignment (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the charges paid to APC for the portion of its services or work products giving rise to liability. In no event shall APC be liable for any consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if advised of their possible existence. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraisers/consultants are in no way responsible for any costs incurred to discover or correct any deficiency in the property. In the case of limited partnerships or syndication offerings or stock offerings in real estate, the client agrees that in case of lawsuit (brought by lender, partner, or part owner in any form of ownership, tenant, or any other party), the client will defend and hold Associated Property Counselors, Ltd., its officers, employees and associate appraisers/consultants completely harmless. Acceptance of and/or use of this report by the client or any third party is prima facile evidence that the user understands and agrees to these conditions.
- 3. The user/client agrees that any dispute arising from the completion of this assignment shall be settled through mediation and/or arbitration.
- 4. The report is intended to comply with the reporting requirements set forth in the Uniform Standards of Professional Appraisal Practice and it may or may not include discussions of the data, reasoning, and analysis used in the process of developing the appraiser's/consultant's opinion. The extent of the discussion and analysis applicable is based on the scope of work and report option outlined in the letter of transmittal and report. In some instances supporting documentation data, reasoning, and analyses is retained in the appraiser's file and/or office. The information contained in the report is specific to the needs of the client and for the intended use stated in the report. The appraiser/consultant is not responsible for unauthorized use of the report.

- 5. Unless otherwise specifically stated in the report, the assignment is based on the following assumptions: (a) that there is full compliance with all applicable federal, state and local environmental regulations and laws; (b) that all zoning, building, use regulations and restrictions of all types have been complied with; and (c) that all licenses, consents, permits, or other documentation required by any relevant legislative or administrative authority, local, state, federal and/or private entity or organization for any use considered in the value estimate have been or can be obtained or renewed.
- 6. As far as possible, the appraisers/consultants have inspected the property by personal observation. It is not, however, possible to observe conditions beneath the soil or hidden structural components. In this assignment it is assumed that the existing soil has the proper load bearing qualities to support the existing or proposed improvements where they exist or where they are proposed to exist. In this assignment no investigation of the potential for seismic hazard in the subject area was made. In this assignment mechanical components within the improvements were critically inspected and no representations are made as to these matters unless specifically stated and considered in this report. In this assignment it is assumed that there are no conditions of the property site, subsoil, or structures, whether latent, patent or concealed, which would render it less valuable.
- 7. Unless otherwise stated within the report, no title evidence pertaining to easements, leases, reservations or other parties-in-interest was furnished.
- 8. In valuation assignments the property is appraised in fee simple estate unless otherwise noted.
- 9. In valuation assignments, the appraisal/consulting agreement assumes responsible ownership and competent management.
- 10. In this assignment it is assumed that the title of the property is good and merchantable. No responsibility is assumed for matters that are legal in nature, nor is any opinion of the state of the title to the property rendered herewith. A survey was not provided to the appraiser/consultant unless specifically stated in this report.
- 11. All data provided by the client or researched from public records is deemed reliable. If any errors are found that could have a material impact on the conclusion, APC reserves the right to recall this report and amend the analysis and/or conclusions. No guarantee is made for the accuracy of estimates or opinions furnished by others and contained in this report.
- 12. No liability is assumed for matters of legal character affecting the property, including by way of description and not limitation: title defects, encroachments, liens, overlapping lines.

- 13. Any liens or encumbrances that may now exist have been disregarded. In valuation assignments property is appraised as though free of indebtedness and as though no delinquency in payment of general taxes and special assessments exist.
- 14. In valuation or consulting assignments, any value assigned to improvements is in proportion to the contribution said improvements make to the value of the property as a whole.
- 15. Compensation for appraisal/consulting services is dependent only upon the delivery of the report.
- 16. In valuation or consulting assignments, the value found by the appraiser/consultant is in no way contingent upon the compensation to be paid or the appraisal services.
- 17. The assignment is completed in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Ethics of the Appraisal Institute.
- 18. In the event that the subject property enters into condemnation proceedings, it is assumed the appraiser/consultant will be given additional time for court preparation.
- 19. No portion of this report may be published or reproduced without the prior written consent of the appraiser/consultant and APC.
- 20 Unless specifically stated otherwise within the report, no earthquake compliance report, engineering report, flood zone analysis, hazardous waste or asbestos analysis was made, provided or ordered in conjunction with this assignment. The client is strongly urged to retain experts in these fields, if so desired,
- 21. In valuation assignments involving apartments, attempts were made to inspect a representative sample of the total number of units. In these assignments it is assumed that the condition and finish of all units is similar to the condition and finish of the inspected units. If it is determined that units not inspected differ from those inspected units in either condition or finish, the appraiser/consultant reserves the right to recall the appraisal to amend the analysis and/or conclusion.
- 22. Appraisal or consulting assignments involving less than the whole fee simple estate are subject to the following additional limitation: "The value reported for such estates relates to a fractional interest only in the real estate involved and the value of the fractional interest plus the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole."
- 23. Appraisal or consulting assignments that relate to geographical portions of a large parcel or tract of real estate are subject to the following additional limitation: "The value reported for such geographical portion relates to such portion only and should not be construed as applying with equal validity to other portions of the larger parcel or tract. The value reported for such geographical portion plus the value of all other geographical portions may or may not equal the value of the entire parcel or tract considered as an entity."

- 24. The appraiser/consultant assumes that a any purchaser of the property that is the subject of this report is aware that (1) an appraisal of the subject property does not serve as a warranty of the condition of the property, (2) it is the responsibility of the purchaser to examine the property carefully and to take all necessary precautions before signing a purchase contract, and (3) any estimate for repairs is a non-warranted opinion of the appraiser/consultant unless otherwise stated.
- 25. Assignments prepared based upon provided plans and specifications are based on the assumption that the project is completed in a workmanlike manner in compliance with the plans and specifications. In prospective value assignments, it is understood and agreed that the appraiser/consultant cannot be held responsible for unforeseen events that impact the value or any conclusion presented. The user of the report and client agree that unforeseeable events may alter market conditions prior to completion of the project. The user and client agree the appraiser has the right to amend the report and conclusions in light of the identified changes.
- 26. In assignments where a Discounted Cash Flow Analysis is used as an analytical tool the user and client understand that the analysis has been prepared on the basis of information and assumptions identified in this report. The user/client understand that the achievement of any financial projections will be affected by fluctuating economic conditions and the conclusion is dependent upon the occurrence of other future events that cannot be assured Therefore, the actual results achieved may vary from the projections made and such variation may be material. The client agrees to allow the appraiser to revise the conclusion and report in light of these changes.
- 27. Prior to entering into an agreement to perform any assignment, an appraiser/consultant must carefully consider the knowledge and experience that will be required to complete the assignment competently; disclose any lack of specific knowledge or experience to the client; and take all steps necessary or appropriate to complete the assignment competently. The appraisers/consultants have both the knowledge and experience required to complete this assignment competently.
- 28. The appraisers/consultants have inspected the subject property with the due diligence expected of a professional real estate appraiser. The appraisers/consultants are not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraisers/consultants that might suggest the possibility of the presence of hazardous waste and/or toxic materials are subject to review by a qualified expert in the field. The user/client agree that the appraiser/consultant has the right to amend the assignment, report and conclusion after an investigation by a qualified expert in the field of environmental assessment is completed.
- 29. The user/client understands that the presence of substances such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the property and the conclusions presented. The appraiser's/consultant's opinion and conclusions are predicated on the assumption that there is no such condition on, in or near the property that could cause a loss in value or an extension of the marketing time. The user/client agree to allow the appraiser/consultant to review and amend the analysis, report and conclusions if the referenced substances or others exist on the property.

- 30. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's/consultant's descriptions and resulting comments are the result of routine observations made during the appraisal process. The client is urged to retain an expert in this field, if so desired
- 31. The Americans with Disabilities Act (ADA) became effective January 26, 1992. No specific compliance survey and analysis of this property have been made to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more requirements of the Act. The user/client understands that, this fact could have an effect on the property and conclusions presented. In this assignment the possibility of non-compliance with the requirements of ADA was not considered. The user/client agree that the appraiser/consultant has the right to amend the assignment, report and conclusion after an investigation by a qualified expert in the field is completed.

## STATEMENT OF QUALIFICATIONS DALE J. KLESZYNSKI, MAI, SRA

#### PROFESSIONAL DESIGNATIONS AND CERTIFICATION

Member of the Appraisal Institute - MAI #6747
Senior Residential Appraiser - SRA
Illinois State Certified Real Estate Appraiser- License No. 153-000213
Indiana Certified General Appraiser - License No. CG49300022
Michigan State Certified Appraiser - License No. 12-01-004591

#### APPRAISAL EXPERIENCE AND PROJECTS

Since 1979, various types of real estate, including:

Office and commercial buildings

Assisted living facilities

Apartment structures and complexes

Including Low Income Housing Tax Credit complexes

Industrial and warehouse buildings

Single family and condominium residential properties

Vacant land:

Residential, multi-family, commercial, and industrial

Special purpose properties

Including bulk petroleum storage facilities, steel fabricating plants, hotels, soccer arenas, golf courses, motels, and chemical processing facilities, restaurants, bank facilities and ice arenas

**Eminent Domain Projects** 

McCormick Place expansion

Various properties including the R.R. Donnelley and Sons facility

Extension of Interstate 355 in Cook and Will Counties

Various properties including residential, agricultural, commercial, industrial and residential subdivisions

City of Hammond v. Great Lakes Marina

Palwaukee Airport expansion

Lansing Municipal Airport expansion

Little Calumet River and Levee and Flood Abatement Project

Various road and municipal projects

Qualified witness in Illinois, Indiana, and New York.

Various zoning and municipal projects

Adult Use Impact Study - County of Cook

Adult Use Impact Study - Village of Lansing

Impact Study for Group Home Zoning

Appraisal and consulting assignments completed in Arizona, Arkansas, California, Colorado, Florida, Illinois, Indiana, Kansas, Maryland, Michigan, Minnesota, New Jersey, Pennsylvania, and Texas.

# STATEMENT OF QUALIFICATIONS DALE J. KLESZYNSKI, MAI, SRA

#### **SERVICE OFFICES**

President - Chicago Chapter of the Appraisal Institute (1991-1992)

Regional Representative - Appraisal Institute (1991-Present)

Division of Faculty - Appraisal Institute (1989, 1990)

Regional Chairman - Ethics Administration (1991)

Assistant Regional Representative - Review and Counseling (1990)

National Board of Directors - Appraisal Institute (1991-1998)

Vice Chairman - General Appraisal Board (1997)

Chairman - General Appraisal Board (1998)

Executive Committee - Appraisal Institute (1998)

National Nominating Committee (1999)

General Appraisal Council

#### PROFESSIONAL EXPERIENCE

President and Chief Appraiser, Associated Property Counselors, Ltd.

Staff Appraiser, Abacus Realty Appraisers, Inc., Chicago

Staff Appraiser, Property Assessment Advisors, Chicago

Staff Appraiser, Central Appraisal Company, Chicago

Mortgage Loan Officer, First Calumet City Savings and Loan, Calumet City, Illinois

#### QUALIFIED INSTRUCTOR/COURSE DEVELOPMENT FOR THE APPRAISAL INSTITUTE

Course 310 - Basic Income Capitalization

Course 320 - General Applications

Course 410 - Standards of Professional Practice - Part A

Course 420 - Standards of Professional Practice - Part B

Course 510 - Advanced Income Capitalization

Course 550 - Advanced Applications

Course 700 - Introduction to Litigation

Course 705 - Litigation Appraising - Specialized Topics and Applications

Course 710 - Introduction to Eminent Domain

Course 720 - Advanced Practice in Eminent Domain

Various Seminars

#### COURSE AND SEMINAR DEVELOPMENT

Course 700 - Introduction to Litigation - Development Team

Course 710 - Eminent Domain - Part A - Development Team

Course 720 - Eminent Domain - Part B - Development Team

Individual seminars for the Cook County State's Attorney

# STATEMENT OF QUALIFICATIONS DALE J. KLESZYNSKI, MAI, SRA

#### **EDUCATIONAL CREDITS**

Loyola University of Chicago, Bachelor of Arts, 1971

Society of Real Estate Appraisers

Course 101, Course 201 (Instructor - 1989 and 1990)

American Institute of Real Estate Appraisers:

Courses 1-A, 1-B, VII, VIII, Standards and Professional Practice, Course II - (Parts 1 and 2), 1981 through 1983 Real Estate Principles, 1988

R-2 Narrative Report Writing Seminar, 1982

American Savings and Loan Institute:

Lending I and II, Real Estate Law I and II, 1980

Boeckh Cost Manual Seminar - Residential and Industrial

Federal Housing Authority Appraisal Seminar

Various seminars sponsored by the Society of Real Estate Appraisers and the American Institute of Real Estate Appraisers, and Appraisal Institute

I am currently certified under the Appraisal Institute Continuing Education Program.

I am currently certified under the Continuing Education Requirements of the State of Illinois.

I am currently certified under the Continuing Education Requirements of the State of Indiana.

A representative list of clients follows.

#### PARTIAL LIST OF CLIENTS

#### **Bank/Lending Agencies**

American National Bank Bank of Homewood Bank One East Side Bank FCA Mortgage First Chicago Bank

First Chicago Ba First of America Fleet Mortgage Harris Bank

Heritage Standard Bank Highland Community Bank

#### **Government Agencies**

Cook County State's Attorneys Office DuPage County State's Attorneys Office DuPage County Assessor's Office Federal Home Loan Bank Board Federal Savings and Loan Insurance

#### **Corporations**

The Archdiocese of Chicago AT&T Capital Corporation

Allis Chalmers

Alistate Insurance Company

The Alter Group
Associates Relocation

Bee Chemical BP Products – North America

Broadacre Management Clark Oil Company R.R. Donnelley Corporation

R.R. Donnelley Corporation Fleet Services Corporation

# Municipal Clients

City of Calumet City
Village of Bradley
Village of Flossmoor
Homewood - Flossmoor Park District

Village of Oak Lawn

#### Professional Law Firms

Ancel, Glink, Diamond, Cope & Bush, P.C. Field, Golan & Swiger Figliulo and Silverman Foran, Nasharr & O'Toole Foran and Schultz Hinshaw and Culbertson

Personal and case references available upon request.

LaSalle Bank
LaSalle National Bank
LaSalle Talman Mortgage Corp.
Mercantile National Bank
NBD Bank
Pinnacle Bank
Prairie Bank
Security Pacific Bank
St. Paul Bank for Savings
U.S. Bank

Wells Fargo Bank

Little Calumet River Basin Development Federal Aviation Administration Lansing Municipal Airport Resolution Trust Corporation Department of Justice

Gallagher & Henry
Great Lakes Marina
Hartz Construction
McDonald's
Merrill Lynch Relocation
The Pritzker Foundation
Sherwin Williams
Southwick Properties, Inc.
Taco Bell
U.S. Steel Corporation
USA Muffler
The Weglarz Group

Village of Lansing
Village of Rosemont
Village of Orland Park
Green Hill Library District
Village of Riverdale

Holland and Knight, LLC Klein, Thorpe & Jenkins, Ltd. Liston and Lafakis Neal, Murdock & Leroy, LLC Ryan and Ryan Sosin, Lawler & Arnold, LLC

#### LAW OFFICES FIGLIULO & SILVERMAN

A PROFESSIONAL CORPORATION

Stephen A. Viz Direct Dial No. (312) 251-5286 E-mail: sviz@fslegal.com

TEN SOUTH LASALLE STREET **SUITE 3600** CHICAGO, ILLINOIS 60603

November 9, 2004

TELEPHONE (312) 251-4600

FACSIMILE (312) 251-4610

WWW.FSLEGAL.COM

R.J. Zeder Ellen Baer Village of Orland Park 14700 Ravinia Drive Orland Park, Illinois 60462

> Re: Howard and Arleen Manning 14620 Westwood Drive Orland Park, Illinois

Dear Mr. Zeder and Ms. Baer:

I represent the Mannings in the sale of their residence to the village. As you know, Dale J. Kleszynski of Associated Property Counselors, Ltd. recently appraised the value of the property at \$325,000.00. I have enclosed a copy of the Kleszynski appraisal. The Mannings are willing to accept that amount for the purchase price provided the village agrees to the following additional terms:

- Extended possession for up to one year following conveyance of title and payment of the proceeds, rent-free and tax-free, to enable the Mannings to find a new home, close on that transaction and move into the new home. The Mannings do not expect that it will take a full year to move into a new home, but seek the comfort level that a year would provide;
- Village to pay their moving expenses;
- Village to pay all closing costs on the transaction and prepare all closing documents at its expense

The Mannings desire to consummate this sale expeditiously. Please advise me as soon as possible whether these terms are acceptable to the village. I look forward to working with you on this transaction.

cc: Mr. and Mrs. Howard Manning

SAV/bs
N:\OFFICE\STEVE\Manning letter to VOP.WPD

U.S. MAIL

#### Law Offices

### Figliulo & Silverman

A Professional Corporation

Ten South LaSalle Street Suite 3600 Chicago, Illinois 60603 Telephone 312.251.4600 Facsimile 312.251.4610

#### FACSIMILE COVER SHEET

DATE:	January 5, 2005	NUMBER OF PAG	ES: 3
то:	Ellen Baer, Assistant Vi	llage Manager	
FIRM:	Village of Orland Park		8
FAX NUMBER:	708-349-4859		
FROM:	Stephen A. Viz		
Re:	Manning - 14620 Westw	ood Drive	
	If there are any problems please call Stephen A.		
1	he Original Of This Trans	mission Will Be Ser	it By
✓ U.S. M	IAIL MESSEN	NGER	OVERNIGHT MAIL

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THIS IS THE ONLY COPY YOU WILL RECEIVE

## LAW OFFICES FIGLIULO & SILVERMAN

A PROFESSIONAL CORPORATION

TEN SOUTH LASALLE STREET
SUITE 3600
CHICAGO, ILLINOIS E0603

Stephen A. Viz Direct Dial No. (312) 251-5286 E-mail: sviz@fslegal.com TELEPHONE (312) 251-4600

FAC5IMILE (312) 251-4610

WWW F5LEGAL.COM

January 5, 2005

VIA FAX (708) 349-4859 AND REGULAR MAIL

Ellen Baer Village of Orland Park 14700 Ravinia Drive Orland Park, Illinois 60462

Re:

Howard and Arleen Manning 14620 Westwood Drive Orland Park, Illinois

Dear Ms. Baer:

As we have previously discussed, please allow this letter to confirm the general terms of the agreement between the Mannings and the Village for the sale of their home as follows:

- Purchase price of \$325,000.00 (equal to appraised value by Associated Property Counselors, Ltd.);
- Village will prepare all closing documents at its expense and pay any and all closing costs;

The Mannings have found a suitable alternative home but have not yet signed a purchase contract. The seller of that property apparently is moving out of state and needs 90 days of continued possession after closing. That seller needs the proceeds from the Mannings to purchase their new home.

Likewise, the Mannings need the proceeds from the Village's purchase of their home to buy this other home. Accordingly, the Mannings request that the sale to the Village occurs first so the Mannings can use those proceeds to purchase the other home. That seller can then in turn purchase their new home with the money from the Mannings. Since that seller cannot vacate until mid-April or so (depending on the actual closing date), the Mannings request to remain in possession of their home rent-free until such time as they can move into this other home.

We request that the closing for the sale of the Mannings' home to the Village close as soon as possible, preferably mid-January. Soon thereafter, the Mannings will use those proceeds to close on the purchase of the new home. Within approximately 90 days (hopefully less) after such closing

## LAW OFFICES FIGLIULO & SILVERMAN

Ms. Ellen Baer January 5, 2005 Page Two

on their purchase, the Mannings should be in a position to deliver possession of their home to the Village.

If the Village is in agreement with these requests, please execute a copy of this letter and fax back to me as soon as possible so that the Mannings can sign their purchase contract. Please also have the closing documents prepared and forwarded to me for review and signature by the Mannings. I would also appreciate the name and phone number of the person who will be handling this matter for the Village so I can coordinate the closing documents, date and location. Thank you.

very truly yours,

Stephen A. Viz

Acknowledged, Agreed and Accepted by the Village of Orland Park this \_\_\_\_\_ day of January 2005.

By: \_\_\_\_\_

Its: \_\_\_\_\_

cc: Mr. and Mrs. Howard Manning

SAV/bs N;\OPFICE\\$TEVE\Manning letter to VOP2.WPD

### FIGLIULO & SILVERMAN

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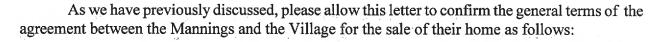
January 5, 2005

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Ms. Ellen Baer January 5, 2005 Page Two

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Ву:			
Ite			

cc: Mr. and Mrs. Howard Manning

SAV/bs N:\OFFICE\STEVE\Manning letter to VOP2,WPD

#### Mary Shanahan

From: Dennis Wokurka

Sent: Wednesday, June 08, 2005 8:59 AM

To: Mary Shanahan
Cc: Frank Stec

Subject: RE: MANNING HOUSE -- 14620 WESTWOOD DRIVE

As of today we will be billed from Com ED and Ni Cor for 14620 Westwood Dr. and 15160 Royal Foxhunt Rd.

From: Mary Shanahan

Sent: Tuesday, June 07, 2005 11:58 AM

To: Dennis Wokurka

Subject: FW: MANNING HOUSE -- 14620 WESTWOOD DRIVE

Did you do this last time, Dennis?

#### Mary

From: Barb O'Brien

Sent: Tuesday, June 07, 2005 11:56 AM

To: Mary Shanahan

Subject: RE: MANNING HOUSE -- 14620 WESTWOOD DRIVE

I don't do that. Maybe Dennis does

From: Mary Shanahan

**Sent:** Tuesday, June 07, 2005 11:54 AM **To:** Dennis Wokurka; Barb O'Brien

Subject: MANNING HOUSE -- 14620 WESTWOOD DRIVE

Dennis - I'll be sending down the garage door openers for the above. You also need to do the usual check of the property, maintenance, etc.

Barb - Per the usual, please contact the gas and electric company to let them know we are the new property owners.

Thank you!

Mary

6/8/2005

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#### **AN APPRAISAL OF**

The Single-Family Residence

#### **LOCATION**

14620 Westwood Drive Orland Park, Illinois

#### **PREPARED FOR**

Ms. Ellen Baer Assistant Village Manager Village of Orland Park 14700 Ravinia Drive Orland Park, Illinois 60462

#### PREPARED BY

Associated Property Counselors, Ltd.
11800 South 75<sup>th</sup> Avenue
Suite 100 West
Palos Heights, Illinois 60463

AS OF

October 18, 2004

#### ASSOCIATED PROPERTY COUNSELORS, LTD.

**Real Estate Appraisers and Consultants** 

11800 South 75th Avenue Suite 100 West Palos Heights, Illinois 60463 Phone: 708-361-6767 Facsimile: 708-361-9133 Dale J. Kleszynski, MAI, SRA President www.apclimited.com dkleszynski@apclimited.com

October 26, 2004

Ms. Ellen Baer Assistant Village Manager Village of Orland Park 14700 Ravinia Drive Orland Park, Illinois 60462

Re: 14620 Westwood Drive Orland Park, Illinois

Dear Ms. Baer:

At your request, I inspected and appraised the above referenced property to estimate the Market Value as of October 18, 2004. The purpose of the appraisal is to assist you in the disposition of the property. The appraisal and report are completed in accordance with the Uniform Standards of Professional Appraisal Practice and the Code of Ethics of the Appraisal Institute. As a summary report, all information used in formulating this conclusion is summarized here and additional data/material is retained in my file and/or office. The following summary report communicates pertinent information and the conclusion of value.

Location:	14620 Westwood Drive, Orland Park, Illinois		
Property Type:	Detached Single-Family Residence		
Zoning Classification:	R-3, "Residential District"		
Highest and Best Use -Vacant:	As Zoned		
Highest and Best Use - Improved:	As Presently Improved		
Marketing Time:	3 to 6 months		
Exposure Time:	3 to 6 months		
Date of the Appraisal:	October 18, 2004		
Date of Inspection:	October 18, 2004		
Real Property Interest Valued:	Fee Simple		
Definition of Market Value:	See File		
Appraisal Development:	See File		
Intended User:	The client is identified as the Village of Orland Park. By agreement, Mr. Steven A. Viz, Esquire is identified as a client and intended user of this appraisal and report. No other users are intended or implied.		

Permanent Real Estate Index Number:	27-09-123-032
Compliance With USPAP Guidelines:	I have not departed from the Uniform Standards of Professional Appraisal Practice in the completion of this appraisal.
Description of the Site:	The subject is a rectangular shaped parcel with 97.0 feet of frontage along the west side of Westwood Drive. Depth along the north and south lot lines is 134.63 feet. Total site area is approximately 13,059 square feet. Site dimensions were taken from a provided plat of survey dated August 10, 1985.
	The topography of the site is level to gently rolling. The site is landscaped with mature trees and shrubs and all utilities are available. To the best of my knowledge, the subject property is not in a designated flood hazard area.
Description of the Improvements:	The subject is a detached, single-family residence that was constructed in 1979. The split-level design contains approximately 1,479 square feet of living area above grade and the floor plan includes a foyer, 6 rooms, 3 bedrooms, and 1.75 baths above grade. The lower level is finished with a family room, office, and .75 bath. The office area may be modified for use as a fourth bedroom. The lower basement includes a recreation room and a laundry room.
	Exterior construction is of cedar siding and brick veneer. Soffits and fascia are covered with aluminum. Interior finish includes: hardwood, carpet and ceramic tile floors plasterboard or panel walls and plasterboard ceilings.
	The design and utility of the house is typical of the market and the house is in excellent condition. The bathrooms and kitchen have been remodeled within the past 7 years. The roof was replaced in 1997. The furnace, air conditioner, water heater, some basement floor coverings, doors, trim and walls were replaced in 2003.
	Additional features include: a woodburning fireplace vaulted and beamed living room ceiling, fenced wood deck, brick patio, whole house fan, and a security system to third party.
Applied Analysis:	In this appraisal, I applied only the Direct Sales Comparison Approach to Value. I have not departed from the USPAP guidelines while completing this appraisal.

h.

#### **SUMMARY OF IMPROVED SALES**

Location	Subject Property 14620 Westwood Drive, Orland Park, IL	14630 Westwood Drive, Orland Park, IL	10047 West 145 <sup>th</sup> Street, Orland Park, IL	14650 South Oakley Street, Orland Park, IL
Sale Date:	N/A	01/04	9/04	9/04
Sale Price:	N/A	\$293,000	\$325,000	\$295,000
Year Constructed:	1979	1978	1977	1971
Design:	Split level	Split level	Split level	Split level
Above Grade Living Area:	1,479 SF	1,444 SF	1,542 SF	1,204 SF
Above Grade Room Count:	6 Rms, 3 BR, 1.75 Baths	6 Rms, 3 BR, 2 Baths	6 Rms, 3 BR, 1.5 Baths	6 Rms, 3 BR, 2 Baths
Basement: Finish:	Full Basement FR, Office, .75 Bath, Recreation Room	Full Basement FR, 1 BR, 1 Bath	Full Basement FR, BR, 1 Bath, Recreation Room, Office	Partial Basement FR, Den
Garage:	2 Car Attached	2 Car Attached	2 Car Attached	2 Car Attached
Land Area:	13,059 SF	13,095 SF	14,190 SF	13,553 SF
Location:	Good	Good	Good	Good
Exterior Finish:	Cedar, Brick Veneer	Cedar, Brick Veneer	Aluminum, Brick Veneer	Cedar, Brick Veneer
Fireplaces:	1 .	-2	2	0
Comments:	Deck, Whole House Fan, Security System	Deck	Deck, Fence	Deck
Heat/Central Air:	HA-F/CAC	HA-F/CAC	Radiant & HA- F/CAC	HA-F/CAC
Condition/ Modernization:	Good/Baths, Kitchen	Good/Baths, Kitchen	Good/Kitchen	Good/Baths
Financing:	N/A	Conventional	Conventional	Conventional

#### **SUMMARY OF IMPROVED SALES**

Location	Subject Property 14620 Westwood Drive, Orland Park, IL	8838 Lori Lane, Orland Park, IL	9110 Merion Drive, Orland Park, IL	14036 Charleston Drive, Orland Park, IL
Sale Date:	N/A	08/04	05/04	07/04
Sale Price:	N/A	\$315,000	\$302,000	\$320,000
Year Constructed:	1979	1976	1985	1982
Design:	Split level	Split level	Split level	Split level
Above Grade Living Area:	1,479 SF	1,624 SF	1,499 SF	1,359 SF
Above Grade Room Count:	6 Rms, 3 BR, 1.75 Baths	7 Rms, 4 BR, 2 Baths	6 Rms, 3 BR, 2 Baths	6 Rms, 3 BR, 2.5 Baths
Basement: Finish:	Full Basement FR, Office, .75 Bath, Recreation Room	Full Basement, FR, Den, 1 Bath	Full Basement, FR, Office, 1 Bath	Partial Basement, FR, Recreation Room
Garage:	2 Car Attached	2 Car Attached	2 Car Attached	2 Car Attached
Land Area:	13,059 SF	11,060 SF	10,000 SF	10,000 SF
Location:	Good	Average	Average	Average
Exterior Finish:	Cedar, Brick Veneer	Cedar, Brick, Aluminum	Cedar, Brick	Cedar, Brick
Fireplaces:	1	. 1	0	1
Comments:	Deck, Whole House Fan, Security System	Deck, 3 Season Room, Hot Tub	Deck	Cathedral Ceilings
Heat/Central Air:	HA-F/CAC	HA-F/CAC	HA-F/CAC	AF-F/CAC
Condition/ Modernization:	Good/Baths, Kitchen	Good/Baths, Furnace/AC	Good/Baths	Good/Hot Water Heater, Newer Roof
Financing:	N/A	Conventional	Conventional	Conventional
Final Reconciliation:	sale, elapsed time	e, location, Highest	rty rights conveyed, fi and Best Use, land ments is retained in m	area and physical
Value Conclusion:	\$325,000			

If you have any questions please contact my office.

Very truly yours,

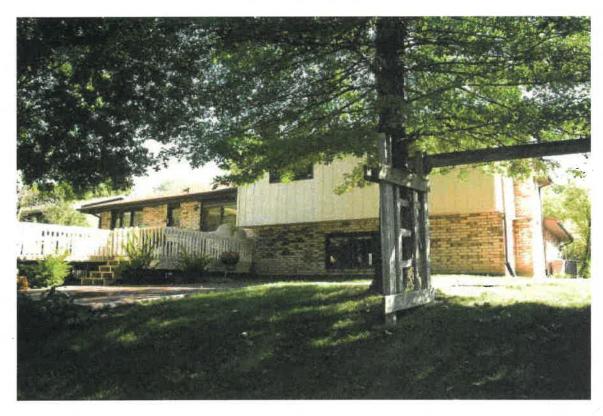
Dale J. Kleszynski, MAI, SRA President

Dele J. Kleszynski

# PHOTOGRAPHS OF THE SUBJECT PROPERTY



SUBJECT PROPERTY

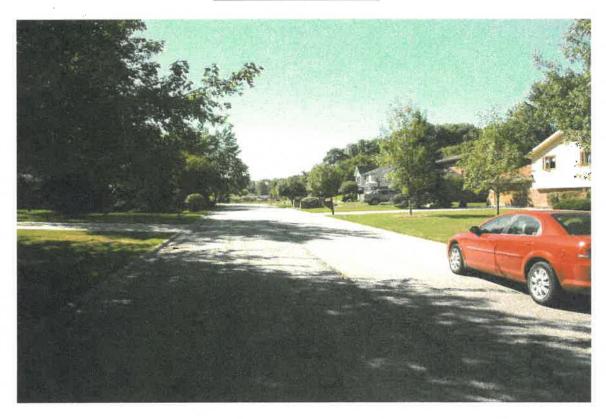


SUBJECT PROPERTY

# PHOTOGRAPHS OF THE SUBJECT PROPERTY



SUBJECT PROPERTY



STREET SCENE

#### **CERTIFICATION**

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, conclusions, and recommendations.
- I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant real property appraisal or appraisal consulting assistance to the person signing this certification.
- I certify that, to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

Respectfully submitted,

Dale J. Kleszynski, MAI, SRA

ele ) Kleszynski

President

- 1. By this notice, all persons and firms reviewing, using or relying on this report in any manner bind themselves to accept these assumptions and limiting conditions. Do not use this report if you do not accept these assumptions and limiting conditions. These conditions are a preface to any certification, definition, fact or analysis, and are intended to establish as a matter of record that the consultant's function is to provide an opinion based on the appraiser's/consultant's observations of the subject property and real estate market as of a certain date. As the property and conclusions may be impacted by the passage of time due to various factors including, by way of description and not limitation: physical changes, economic changes and/or market activity, the opinions are considered to be reliable as of the date of the assignment. Subsequent to that date, the appraiser(s)/consultant(s) reserve the right to amend the analysis and/or conclusion in light of such changed conditions. This appraisal/consulting assignment and report are not an engineering, construction, legal or architectural study or survey and expertise in these areas is not implied.
- 2. The liability of Associated Property Counselors, Ltd., its officers, employees, contractors, and associate appraisers/consultants (hereinafter referred to collectively as "APC") is limited to the identified client. There is no accountability, obligation, or liability to any third party except if otherwise specifically stated within the report. APC's maximum liability relating to services rendered under this assignment (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the charges paid to APC for the portion of its services or work products giving rise to liability. In no event shall APC be liable for any consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if advised of their possible existence. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraisers/consultants are in no way responsible for any costs incurred to discover or correct any deficiency in the property. In the case of limited partnerships or syndication offerings or stock offerings in real estate, the client agrees that in case of lawsuit (brought by lender, partner, or part owner in any form of ownership, tenant, or any other party), the client will defend and hold Associated Property Counselors, Ltd., its officers, employees and associate appraisers/consultants completely harmless. and/or use of this report by the client or any third party is prima facie evidence that the user understands and agrees to these conditions.
- 3. The user/client agrees that any dispute arising from the completion of this assignment shall be settled through mediation and/or arbitration.
- 4. The report is intended to comply with the reporting requirements set forth in the Uniform Standards of Professional Appraisal Practice and it may or may not include discussions of the data, reasoning, and analysis used in the process of developing the appraiser's/consultant's opinion. The extent of the discussion and analysis applicable is based on the scope of work and report option outlined in the letter of transmittal and report. In some instances supporting documentation data, reasoning, and analyses is retained in the appraiser's file and/or office. The information contained in the report is specific to the needs of the client and for the intended use stated in the report. The appraiser/consultant is not responsible for unauthorized use of the report.

- 5. Unless otherwise specifically stated in the report, the assignment is based on the following assumptions: (a) that there is full compliance with all applicable federal, state and local environmental regulations and laws; (b) that all zoning, building, use regulations and restrictions of all types have been complied with; and (c) that all licenses, consents, permits, or other documentation required by any relevant legislative or administrative authority, local, state, federal and/or private entity or organization for any use considered in the value estimate have been or can be obtained or renewed.
- 6. As far as possible, the appraisers/consultants have inspected the property by personal observation. It is not, however, possible to observe conditions beneath the soil or hidden structural components. In this assignment it is assumed that the existing soil has the proper load bearing qualities to support the existing or proposed improvements where they exist or where they are proposed to exist. In this assignment no investigation of the potential for seismic hazard in the subject area was made. In this assignment mechanical components within the improvements were critically inspected and no representations are made as to these matters unless specifically stated and considered in this report. In this assignment it is assumed that there are no conditions of the property site, subsoil, or structures, whether latent, patent or concealed, which would render it less valuable.
- 7. Unless otherwise stated within the report, no title evidence pertaining to easements, leases, reservations or other parties-in-interest was furnished.
- 8. In valuation assignments the property is appraised in fee simple estate unless otherwise noted.
- 9. In valuation assignments, the appraisal/consulting agreement assumes responsible ownership and competent management.
- 10. In this assignment it is assumed that the title of the property is good and merchantable. No responsibility is assumed for matters that are legal in nature, nor is any opinion of the state of the title to the property rendered herewith. A survey was not provided to the appraiser/consultant unless specifically stated in this report.
- 11. All data provided by the client or researched from public records is deemed reliable. If any errors are found that could have a material impact on the conclusion, APC reserves the right to recall this report and amend the analysis and/or conclusions. No guarantee is made for the accuracy of estimates or opinions furnished by others and contained in this report.
- 12. No liability is assumed for matters of legal character affecting the property, including by way of description and not limitation: title defects, encroachments, liens, overlapping lines.

- 13. Any liens or encumbrances that may now exist have been disregarded. In valuation assignments property is appraised as though free of indebtedness and as though no delinquency in payment of general taxes and special assessments exist.
- 14. In valuation or consulting assignments, any value assigned to improvements is in proportion to the contribution said improvements make to the value of the property as a whole.
- 15. Compensation for appraisal/consulting services is dependent only upon the delivery of the report.
- 16. In valuation or consulting assignments, the value found by the appraiser/consultant is in no way contingent upon the compensation to be paid or the appraisal services.
- 17. The assignment is completed in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Ethics of the Appraisal Institute.
- 18. In the event that the subject property enters into condemnation proceedings, it is assumed the appraiser/consultant will be given additional time for court preparation.
- 19. No portion of this report may be published or reproduced without the prior written consent of the appraiser/consultant and APC.
- 20. Unless specifically stated otherwise within the report, no earthquake compliance report, engineering report, flood zone analysis, hazardous waste or asbestos analysis was made, provided or ordered in conjunction with this assignment. The client is strongly urged to retain experts in these fields, if so desired.
- 21. In valuation assignments involving apartments, attempts were made to inspect a representative sample of the total number of units. In these assignments it is assumed that the condition and finish of all units is similar to the condition and finish of the inspected units. If it is determined that units not inspected differ from those inspected units in either condition or finish, the appraiser/consultant reserves the right to recall the appraisal to amend the analysis and/or conclusion.
- 22. Appraisal or consulting assignments involving less than the whole fee simple estate are subject to the following additional limitation: "The value reported for such estates relates to a fractional interest only in the real estate involved and the value of the fractional interest plus the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole."
- 23. Appraisal or consulting assignments that relate to geographical portions of a large parcel or tract of real estate are subject to the following additional limitation: "The value reported for such geographical portion relates to such portion only and should not be construed as applying with equal validity to other portions of the larger parcel or tract. The value reported for such geographical portion plus the value of all other geographical portions may or may not equal the value of the entire parcel or tract considered as an entity."

- 24. The appraiser/consultant assumes that a any purchaser of the property that is the subject of this report is aware that (1) an appraisal of the subject property does not serve as a warranty of the condition of the property, (2) it is the responsibility of the purchaser to examine the property carefully and to take all necessary precautions before signing a purchase contract, and (3) any estimate for repairs is a non-warranted opinion of the appraiser/consultant unless otherwise stated.
- 25. Assignments prepared based upon provided plans and specifications are based on the assumption that the project is completed in a workmanlike manner in compliance with the plans and specifications. In prospective value assignments, it is understood and agreed that the appraiser/consultant cannot be held responsible for unforeseen events that impact the value or any conclusion presented. The user of the report and client agree that unforeseeable events may alter market conditions prior to completion of the project. The user and client agree the appraiser has the right to amend the report and conclusions in light of the identified changes.
- 26. In assignments where a Discounted Cash Flow Analysis is used as an analytical tool the user and client understand that the analysis has been prepared on the basis of information and assumptions identified in this report. The user/client understand that the achievement of any financial projections will be affected by fluctuating economic conditions and the conclusion is dependent upon the occurrence of other future events that cannot be assured Therefore, the actual results achieved may vary from the projections made and such variation may be material. The client agrees to allow the appraiser to revise the conclusion and report in light of these changes.
- 27. Prior to entering into an agreement to perform any assignment, an appraiser/consultant must carefully consider the knowledge and experience that will be required to complete the assignment competently; disclose any lack of specific knowledge or experience to the client; and take all steps necessary or appropriate to complete the assignment competently. The appraisers/consultants have both the knowledge and experience required to complete this assignment competently.
- 28. The appraisers/consultants have inspected the subject property with the due diligence expected of a professional real estate appraiser. The appraisers/consultants are not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraisers/consultants that might suggest the possibility of the presence of hazardous waste and/or toxic materials are subject to review by a qualified expert in the field. The user/client agree that the appraiser/consultant has the right to amend the assignment, report and conclusion after an investigation by a qualified expert in the field of environmental assessment is completed.
- 29 The user/client understands that the presence of substances such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the property and the conclusions presented. The appraiser's/consultant's opinion and conclusions are predicated on the assumption that there is no such condition on, in or near the property that could cause a loss in value or an extension of the marketing time. The user/client agree to allow the appraiser/consultant to review and amend the analysis, report and conclusions if the referenced substances or others exist on the property.

- 30. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's/consultant's descriptions and resulting comments are the result of routine observations made during the appraisal process. The client is urged to retain an expert in this field, if so desired.
- 31. The Americans with Disabilities Act (ADA) became effective January 26, 1992. No specific compliance survey and analysis of this property have been made to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more requirements of the Act. The user/client understands that, this fact could have an effect on the property and conclusions presented. In this assignment the possibility of non-compliance with the requirements of ADA was not considered. The user/client agree that the appraiser/consultant has the right to amend the assignment, report and conclusion after an investigation by a qualified expert in the field is completed.

# STATEMENT OF QUALIFICATIONS DALE J. KLESZYNSKI, MAI, SRA

#### PROFESSIONAL DESIGNATIONS AND CERTIFICATION

Member of the Appraisal Institute - MAI #6747 Senior Residential Appraiser - SRA Illinois State Certified Real Estate Appraiser- License No. 153-000213 Indiana Certified General Appraiser - License No. CG49300022 Michigan State Certified Appraiser - License No. 12-01-004591

# APPRAISAL EXPERIENCE AND PROJECTS

Since 1979, various types of real estate, including:

Office and commercial buildings

Assisted living facilities

Apartment structures and complexes

Including Low Income Housing Tax Credit complexes

Industrial and warehouse buildings

Single family and condominium residential properties

Vacant land:

Residential, multi-family, commercial, and industrial

Special purpose properties

Including bulk petroleum storage facilities, steel fabricating plants, hotels, soccer arenas, golf courses, motels, and chemical processing facilities, restaurants, bank facilities and ice arenas

**Eminent Domain Projects** 

McCormick Place expansion

Various properties including the R.R. Donnelley and Sons facility

Extension of Interstate 355 in Cook and Will Counties

Various properties including residential, agricultural, commercial, industrial and residential subdivisions

City of Hammond v. Great Lakes Marina

Palwaukee Airport expansion

Lansing Municipal Airport expansion

Little Calumet River and Levee and Flood Abatement Project

Various road and municipal projects

Qualified witness in Illinois, Indiana, and New York.

Various zoning and municipal projects

Adult Use Impact Study - County of Cook

Adult Use Impact Study - Village of Lansing

Impact Study for Group Home Zoning

Appraisal and consulting assignments completed in Arizona, Arkansas, California, Colorado, Florida, Illinois, Indiana, Kansas, Maryland, Michigan, Minnesota, New Jersey, Pennsylvania, and Texas.

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# **SERVICE OFFICES**

President - Chicago Chapter of the Appraisal Institute (1991-1992)

Regional Representative - Appraisal Institute (1991-Present)

Division of Faculty - Appraisal Institute (1989, 1990)

Regional Chairman - Ethics Administration (1991)

Assistant Regional Representative - Review and Counseling (1990)

National Board of Directors - Appraisal Institute (1991-1998)

Vice Chairman - General Appraisal Board (1997)

Chairman - General Appraisal Board (1998)

Executive Committee - Appraisal Institute (1998)

National Nominating Committee (1999)

General Appraisal Council

#### PROFESSIONAL EXPERIENCE

President and Chief Appraiser, Associated Property Counselors, Ltd.

Staff Appraiser, Abacus Realty Appraisers, Inc., Chicago

Staff Appraiser, Property Assessment Advisors, Chicago

Staff Appraiser, Central Appraisal Company, Chicago

Mortgage Loan Officer, First Calumet City Savings and Loan, Calumet City, Illinois

# QUALIFIED INSTRUCTOR/COURSE DEVELOPMENT FOR THE APPRAISAL INSTITUTE

Course 310 - Basic Income Capitalization

Course 320 - General Applications

Course 410 - Standards of Professional Practice - Part A

Course 420 - Standards of Professional Practice - Part B

Course 510 - Advanced Income Capitalization

Course 550 - Advanced Applications

Course 700 - Introduction to Litigation

Course 705 - Litigation Appraising - Specialized Topics and Applications

Course 710 - Introduction to Eminent Domain

Course 720 - Advanced Practice in Eminent Domain

Various Seminars

#### COURSE AND SEMINAR DEVELOPMENT

Course 700 - Introduction to Litigation - Development Team

Course 710 - Eminent Domain - Part A - Development Team

Course 720 - Eminent Domain - Part B - Development Team

Individual seminars for the Cook County State's Attorney

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# **EDUCATIONAL CREDITS**

Loyola University of Chicago, Bachelor of Arts, 1971

Society of Real Estate Appraisers

Course 101, Course 201 (Instructor - 1989 and 1990)

American Institute of Real Estate Appraisers:

Courses 1-A, 1-B, VII, VIII, Standards and Professional Practice, Course II - (Parts 1 and 2), 1981 through 1983 Real Estate Principles, 1988

R-2 Narrative Report Writing Seminar, 1982

American Savings and Loan Institute:

Lending I and II, Real Estate Law I and II, 1980

Boeckh Cost Manual Seminar - Residential and Industrial

Federal Housing Authority Appraisal Seminar

Various seminars sponsored by the Society of Real Estate Appraisers and the American Institute of Real Estate Appraisers, and Appraisal Institute

I am currently certified under the Appraisal Institute Continuing Education Program.

I am currently certified under the Continuing Education Requirements of the State of Illinois.

I am currently certified under the Continuing Education Requirements of the State of Indiana.

A representative list of clients follows.

#### PARTIAL LIST OF CLIENTS

#### **Bank/Lending Agencies**

American National Bank Bank of Homewood

Bank One East Side Bank

FCA Mortgage
First Chicago Bank
First of America

Fleet Mortgage Harris Bank

Heritage Standard Bank Highland Community Bank

#### **Government Agencies**

Cook County State's Attorneys Office DuPage County State's Attorneys Office DuPage County Assessor's Office Federal Home Loan Bank Board Federal Savings and Loan Insurance

#### Corporations

The Archdiocese of Chicago AT&T Capital Corporation

**Allis Chalmers** 

Allstate Insurance Company

The Alter Group Associates Relocation

Bee Chemical

BP Products – North America Broadacre Management Clark Oil Company R.R. Donnelley Corporation

Fleet Services Corporation

LaSalle Bank

LaSalle National Bank

LaSalle Talman Mortgage Corp.

Mercantile National Bank

NBD Bank Pinnacle Bank Prairie Bank

Security Pacific Bank St. Paul Bank for Savings

U.S. Bank

Wells Fargo Bank

Little Calumet River Basin Development

Federal Aviation Administration Lansing Municipal Airport Resolution Trust Corporation

Department of Justice

Gallagher & Henry Great Lakes Marina Hartz Construction

McDonald's Merrill Lynch Relocation The Pritzker Foundation

**Sherwin Williams** 

Southwick Properties, Inc.

Taco Bell

U.S. Steel Corporation

**USA Muffler** 

The Weglarz Group

#### **Municipal Clients**

City of Calumet City Village of Bradley Village of Flossmoor Homewood - Flossmoor Park District

Village of Oak Lawn

Village of Lansing Village of Rosemont Village of Orland Park Green Hill Library District Village of Riverdale

#### **Professional Law Firms**

Ancel, Glink, Diamond, Cope & Bush, P.C. Field, Golan & Swiger Figliulo and Silverman Foran, Nasharr & O'Toole Foran and Schultz Hinshaw and Culbertson

Holland and Knight, LLC Klein, Thorpe & Jenkins, Ltd. Liston and Lafakis Neal, Murdock & Leroy, LLC Ryan and Ryan Sosin, Lawler & Arnold, LLC

Personal and case references available upon request.