



# VILLAGE OF ORLAND PARK

14700 Ravinia Avenue  
Orland Park, IL 60462

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**Ordinance No: 3977**

**File Number: 2005-0036**

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

**VILLAGE OF ORLAND PARK  
STATE OF ILLINOIS, COUNTIES OF COOK AND WILL**

Published in pamphlet form this 18th day of January, 2005 by authority of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

# VILLAGE OF ORLAND PARK

**Ordinance No: 3977**

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.

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PASSED this 17th day of January, 2005.




David P. Maher, Village Clerk

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

**Nay:** 0

# VILLAGE OF ORLAND PARK

DEPOSITED in my office this 17th day of January, 2005.

  
David P. Maher, Village Clerk

APPROVED this 17th day of January, 2005.

  
Daniel J. McLaughlin, Village President

PUBLISHED this 18th day of January, 2005.

  
David P. Maher, Village Clerk



CHICAGO TITLE INSURANCE COMPANY

REAL ESTATE SALE CONTRACT

ILLINOIS FORM 1\*

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: LOT 21 IN TUCK-A-WAY IN ORLAND 2 A RESUBDIVISION OF LOTS J THROUGH S, 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, 1936 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 IN COOK COUNTY, ILLINOIS. commonly known as 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.

*ARLEEN*

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*

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 as follows: ~~(strike subparagraph not applicable)~~

~~(a) The payment of \$ \_\_\_\_\_~~  
~~(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 indebtedness at the time of closing and the balance of the purchase price.~~

4. ~~The 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 \$ \_\_\_\_\_ or such lesser sum 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 mortgage upon the same terms, this contract shall remain in full force and effect. (Strike paragraph if inapplicable).~~

*OR AS MUTUALLY AGREED BY THE PARTIES*

5. The time of closing shall be on January, 2005 days after notice that financing has been procured if above paragraph is operative, or on the date, if any, to which such time is extended by reason of paragraph 2 of the Conditions and Stipulations hereafter becoming 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 ~~within~~ the premises during Sellers' possession. *Seller shall not be required to pay any rent during its period of possession.*

~~7. Seller agrees to pay a broker's commission to \_\_\_\_\_~~

~~8. The earnest money shall be held by \_\_\_\_\_ for the mutual benefit of the parties.~~

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 executed by the Seller and his spouse, if any, shall be delivered to the Purchasers within 7 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~~ February 1, 2005

PURCHASER: The VILLAGE OF ORLAND PARK, an Illinois municipal corporation Address: 14700 S. Ravinia Ave. Orland Park, IL 60462

BY: [Signature]

Name: Robert J. Zeder, Jr.

Title: Village Manager

SELLERS: ~~HOWARD MANNING and ARLEEN MANNING~~ ARLEEN Address: 14620 Westwood Dr. Orland Park, IL 60462

BY: [Signature: Howard Manning]

BY: [Signature: Arleen Manning]



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.~~ *paid by [Signature]*

*(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 <sup>or their attorneys</sup> 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:~~ *[Signature]*

~~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:~~ *[Signature] transfer taxes,*

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.)*

Sellers:

\_\_\_\_\_  
 \_\_\_\_\_