

VILLAGE OF ORLAND PARK

14700 Ravinia Avenue Orland Park, IL 60462

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.

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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.

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

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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 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: LOT 21 IN TUCK-A-WAY IN ORLAND 2 A RESUBDIVISION OF LOTS 3 THROUGH 5. 13 THROUGH 43 IN WILL DWOOD HILLS, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9	ROUGH 20.
3) THROUGH 4) 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 AFRIL 25. 1936 PORTION OF 147TH STREET VACATED BY THE VILLAGE OF ORLAND PARK AND RECORDED AS DOCUMENT NUMBER 21009966 IN NOVE	MBER 1969
	and with
approximate lot dimensions 97! by 134.63', together with the following property presently located there	
All personal property belonging to the Sellers will be removed	
by the Sellers when they leave the premises.	
ALLEENTO	
HOWARD MANNING and ARLENE MANNING, his wife (Seller)	
(Income names of all owners and their respective spauses)	
among to nell the real estate and the property if any, described above at the price and terms set forth herein, and to convey of	cause to
The second to be the second and the second control of the second by a recordable warrancy deed, with release of	
remembed sinks and a promap hill of sale, subject only to: Coverants, conditions and testrictions of te	cord;
public and utility easements and general real estate taxes for the year 2004 and	
subsequent years.	
. 87X	
AT CLOSING. 878	
Purchaser will pay \$325,000.00 will pay within days the additional our of S	enest
records to conflict on the concluse orice, and direct to pay of suitary the outside of the paretrase price, plus of indias pro-	nors, a
he time-of-closing as follows:- (strike supporagnaph not apprecions)	
b) The payment of 5. (b) The acceptance of the title to the real estate by Purchaser subject to a mortgage (trust doed) of record securing a principal bearing to the control of the cont	
b) The acceptance of the title to the real estate by Futchaser subject to assume) appropriating 5 bearing by the difference between the amount of the bearing	18 XX
process at the case of	ne ou the
plebechies at the time of closing and the balance of the purchase price.	•
doug a firm commitme	nt for a
days a firm commitment to the condition that Purchaser be able to procure within days a firm commitment of S on to be secured by a mortgage or trust deed on the real estate in the amount of S years, the committee so Purchaser accepts, with interest most o exceed % a year to be amortized over years, the commitment within the time specified here and so notifies Seller thereof within that time, this contract shall be a specified here and so notifies Seller thereof within that time, this contract shall be a specified here and so notifies Seller thereof within that time, this contract shall be a specified here and so notifies Seller thereof within that time, this contract shall be a specified here and so notifies thereof within that time, this contract shall be a specified here and so notifies the contract shall be a specified here and so notifies the contract shall be a specified here and so notifies the contract shall be a specified here and so notifies the contract shall be a specified here and so notifies the contract shall be a specified here and so notifies the contract shall be a specified here and so notifies the contract shall be a specified here and so notifies the contract shall be a specified here and so notifies the contract shall be a specified here and so notifies the contract shall be a specified here and so notifies the contract shall be a specified here and so notifies the contract shall be a specified here and so notified here are a specified here and so notified here and so notified here are a specified here and so notified here and so notified here are a specified here and so notifie	esser sum
oan to be secured by a mortgage of this deed on the real estate in the amortized over years, the comments of the secured years, the secured years years years years years years.	aission (
is Purchaser accepts, with interest not to exceed % 16 after making every reasonable effort. Purchaser is	anable to
and service charges for such loan not to exceed The same making every reasonable transfer shall be procure such commitment within the time specified here and so notifies Seller thereof within that time, this contract shall be procure such commitment within the time specified here and so notifies Seller thereof within that time, this contract shall be procure such commitment within the time specified here and so notifies Seller thereof within that time, this contract shall be procure such commitment within the time specified here and so notifies Seller thereof within that time, this contract shall be procured by the same specified here and so notifies seller thereof within that time, this contract shall be procured by the same specified here and so notifies seller thereof within that time, this contract shall be procured by the same specified here and so notifies seller thereof within the time, this contract shall be procured by the same specified here and so notifies seller thereof within the time, this contract shall be procured by the same specified here and so notifies seller the same specified here are specified by the same specified by the same specified here.	:come
product such commitment within the time specified hereigened so notices senter dietest than his option, within a like period (null and void and all earnest money chall be returned to Purchaser; provided that if Seller, at his option, within a like period (null and void and all earnest money chall be returned to Purchaser; provided that if Seller, at his option, within a like period (null and void and all earnest money chall be returned to Purchaser; provided that if Seller, at his option, within a like period (null and void and all earnest money chall be returned to Purchaser; provided that if Seller, at his option, within a like period (null and void and all earnest money chall be returned to Purchaser; provided that if Seller, at his option, within a like period (null and void and all earnest money chall be returned to Purchaser; provided that if Seller, at his option, within a like period (null and void and all earnest money chall be returned to Purchaser; provided that if Seller, at his option, within a like period (null and void and all earnest money chall be returned to Purchaser; provided that it is not that the purchaser that the purchaser is not the purchaser that the purchaser is not that the purchaser is not that the purchaser is not the purchaser that the purchaser is not that the purchaser is not the purchaser that the purchaser is not that the purchaser is not the purchaser that the purchaser is not the purch	ice maney
null and void and all earnest money shall be returned to Purchaser; provided that A Purchaser that Seller will accept a purchaser such a commitment or notifies Purchaser that Seller will accept a purchaser following Purchaser's notice, procures for Purchaser such a commitment or notifies Purchaser that Seller will accept a purchaser such a feet of Strike paragraph of Inoppositionals).	
following Purchaser's notice, procures for Purchaser such a commitment of notices a such a paragraph of inapplicable). perigage upon the same terms, this contract shall remain in full force and effect. (Strike paragraph of inapplicable).	P K
OF MS	Staby- 4:
5. The time of closing shall be on January ,2005 days after notice that financing has been procured if above pare ,2005 days after notice that financing has been procured if above pare ,2005 days after notice that financing has been procured if above pare ,2005 days after notice that financing has been procured if above pare specially of the Conditions and Scipulations operative, or on the date; if any, to which such time is extended by reason of parsyraph 2 of the Conditions and Scipulations operative, or on the date; if any, to which such time is extended by reason of parsyraph 2 of the Conditions and Scipulations.	ाटा टा मीटा
perative, or on the date, if any, to which specified a change of chipping a specific land of the office of Chicago Title I	Usmance
bosoming operative (whichever deto is tator), unless subsequently made good or is accepted by Purchaser. Company or of the managege lender, if any, provided title is shown to be good or is accepted by Purchaser.	
Company or or the mining ago with the company or	
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o. Saller shall deliver possession to purchaser on or before 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 project the premises during Sellers' possession.
occurring on matter 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 sommission to
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8. The express money shall be hold by
Posicile of the harmon 5.
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 different to the date below, otherwise, at the Purchaser's option, this contract shall become null and void and the contract 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: February, 2005
PURCHASER: The VILLAGE OF ORLAND PARK, Address: 14700 S. Ravinia Ave. Orland Park, IL 60462 an Illinois municipal corporation
BY: De Beach
Name: Robert J. Zeder, Jr.
Title: Village Manager
SELLERS: HOWARD MANNING and ARLENE-MANNING Address: 14620 Westwood Dr. Orland Park, IL 60462
BY: Asleen Manning
BY: Uslean Manning

CONDITIONS AND STIPULATION

Purchaser Seller or Seller's S 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 (2) the general exceptions contained in the policy unless the real estate is improved with a single family dwelling or an apertment 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. Router promising under assignable in manus pulluios, water and other stilling changes, furloytaxes, exercised interest on moregage 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)	103	NO OF STO MOST LAGARET TO ST

(b) The most recent excertain	nable toxes and subsequent readjustment thereof pursuant to the terms of reprorat	i on-letter attached hereto
and incorporated herein by r	eference ()	:
(c) (c) (c) (d)		
A STATE OF THE STA	· · · · · · · · · · · · · · · · · · ·	De la contraction de la contra
The amount of any general a	axes which may accrue by reason of new or additional improvements shall be adj	The state of the s
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All prorations are final unless otherwise provided herein. - Existing lowes and assignable insurance policies, if any, shall then be essigned 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) (Bollow): (Strike one.) ALL TANSAGE TOXES PARO BY AREMSER. 4

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

5. If this convert is terminated withour Purchaser's fault, the earnest money shall be conumed to the Purchaser, but if the termination is caused by the Eurobaser's fault, then upon notice to the Purchaser, the earness money shall be forfeited to the Soller and applied for to the payment of the Soller's expenses and then to payment of broker's commission; the balance, if ony, to be retained by the Soller

	Comment of the Commen	•		
be closed through an escrow with Deed and Money Escrow Agree escrow agreement as may be recontrary notwithstanding, paymeamest many shall be deposited (Strike paragraph if inapplicable).	ith Chicago Title and In tement then in use by Chiquired to conform with the to the total purchase price and in the escrow. The coole.) is contract. shall be in writing and shall be in writing and shall be in writing and shall the contract.	ust Company, in accordation of the end Trust Contract. Upon the end delivery of deed shall be set of the escrow shall be shall be served on the partial of the escrow shall be served on the partial be served on the partial of the pa	than 5 days prior to the time of closs nece with the general provisions of the mpany, with such spacial provisions reation of such an escrow, anything be made through the escrow and this divided equally between follow and the control of their attorney itself the addresses following their the sufficient service.	he usual form of inserted in the herein to the contract and the Purchaser.
the Real Estate Settlement Proc	cedures Act of 1974, the action Act of 1992. In th	Residential Real Propertic event that of the party	necessary to comply with the applica by Disclosure Act of Illinois, and the shall fail to make appropriate disclo	: Vesineumm
10. Alternative 1: Seller represents that he is exempt from the withholding reforth in said Section.	s not a "foreign person" : equirements of said Secti	as defined in Section 144 ion. Seller will furnish P	is of the Internal Revenue Code and urchaser at closing the Exemption (l is therefore Jerufication set
Alternative 2. Purchaser represents that Code because Purchaser intend exceed \$300,000	the-transaction-is-exempt is to use the subject real-	t Gom the withhold ing re cotato as a qualifying res	quirements of Section-1445 of the I idence under said Section and the s	nternel-Revenue Nes pace documo t
Alternative 3: With respect to Section 11. Purchaser shall	1445 of the laternal Rev	renue Code, the parties of	y closing costs 1.e.V	itle, survey an
customary escrow fe	es) incurred by	the Seller (excep	pt their attorney's fees	<u>) in</u>
connection with thi	s transaction.			;
(Strike two of the three alterna	tives.)	•		

Sellers:

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