



VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462

Ordinance No: 3973

File Number: 2004-0887

AN ORDINANCE AUTHORIZING PURCHASE OF PROPERTY (ZUBRZYCKI - 15160
ROYAL FOXHUNT DRIVE, ORLAND PARK, ILLINOIS)

VILLAGE OF ORLAND PARK

STATE OF ILLINOIS, COUNTIES OF COOK AND WILL

Published in pamphlet form this 21st day of December, 2004 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: 3973

AN ORDINANCE AUTHORIZING PURCHASE OF PROPERTY (ZUBRZYCKI - 15160 ROYAL FOXHUNT 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 TEN THOUSAND (\$310,000.00) DOLLARS, and directed the Village Attorney to prepare the appropriate purchase and donation acceptance documents. Said property is located at 15160 Royal Foxhunt 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 TEN THOUSAND (\$310,000.00) 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 20th day of December, 2004.


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 20th day of December, 2004.


David P. Maher, Village Clerk

APPROVED this 20th day of December, 2004.


Daniel J. McLaughlin, Village President

PUBLISHED this 21st day of December, 2004.


David P. Maher, Village Clerk

6. Seller shall deliver possession to Purchaser on or before _____ days after the sale has been closed. Seller agrees to pay _____



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 \$ 310,000.00 on the terms set forth herein, the following described real estate in
Cook County, Illinois:

LOT 212 IN RUGUELET S ORLAND TERRACE UNIT NO. 6, BEING A SUBDIVISION OF PART OF TH
EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING T
THE PLAT THEREOF RECORDED DECEMBER 6, 1979 AS DOCUMENT 2571250. IN COOK COUNTY, ILLINOIS.

commonly known as 15160 Royal Foxhunt Road Orland Park, IL 60462, and with
approximate lot dimensions of _____ per _____ x _____ survey, together with the following property presently located thereon:
(~~strike items not applicable~~)

All personal property including rugs, doors, water hear(s) cabinets and wood trim
may be purchased by the Seller (Should the Purchaser elect to demolish the building)
at a price to be mutually agreed upon by the parties.

2. Thomas M. Zubrzycki and Debra L. Zubrzycki (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 \$310,000.00 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. ~~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 \$ _____, 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).~~

5. The time of closing shall be on Dec, 2004 ~~or 20 days after notice that financing has been procured if above paragraph 4 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.~~

CONDITIONS AND STIPULATIONS

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's 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 reparation letter attached hereto and incorporated herein by reference.~~

~~(c) [Other]~~ _____

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.

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 ^{or their attorneys} 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:~~

(Strike two of the three alternatives.)