

ORDINANCE No. 05-140-01

AN ORDINANCE AUTHORIZING THE EXECUTION OF A REVISED REAL ESTATE CONTRACT FOR THE PURCHASE OF REAL PROPERTY AT 2301 WEST 146TH STREET IN THE VILLAGE OF DIXMOOR BY AND BETWEEN THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS AND MATTIE CARTER

WHEREAS, the Village of Dixmoor, Cook County, Illinois (hereinafter the "*Village*"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and,

WHEREAS, Mattie Carter (the "*Seller*") is the owner of a certain parcel of real property identified by permanent index number (PIN) 29-07-136-011-0000 and commonly known as 2301 West 146th Street, Dixmoor, Illinois (hereinafter the "*Subject Property*"); and,

WHEREAS, the Subject Property is a vacant lot located in a B-1 Neighborhood Shopping District; and,

WHEREAS, the Village has adopted as one of its economic development goals the expansion and stabilization of the small business community in the Village of Dixmoor in order to diversify its tax base, expand employment opportunities and eradicate existing blight; and,

WHEREAS, to implement the goals of economic development, expansion of business and eradication of blight, the Village has authorized and adopted tax increment finance, under the *Illinois Tax Increment Allocation Redevelopment Act* (65 ILCS 5/11-74.4-1 *et seq.*, as supplemented and amended, the "*TIF Act*"), whereby Section 5/11-74.4-4 of the TIF Act in relevant part provides that real property within a redevelopment project area may be acquired all in the manner and at such price

the municipality determines is reasonably necessary to achieve the objectives of the redevelopment project and redevelopment plan for a designated area (the "*Project Area*"); and,

WHEREAS, the Village has determined that acquisition of the Subject Property located within the Project Area will further the type of development contemplated in the redevelopment plan for the Project Area; and,

WHEREAS, on December 8, 2004, the Village Board of Trustees adopted Ordinance Number 04-MO-31, which authorized the Village to execute a contract offering to purchase the Subject Property from the Seller in the amount of \$4000.00; and,

WHEREAS, the Seller counter offered to sell the Subject Property to the Village for \$5000.00; and,

WHEREAS, it is in the best interest of the Village of Dixmoor to acquire ownership of the Subject Property at the revised purchase price, upon satisfaction of all terms and conditions hereinafter set forth to purchase the Subject Property and in accordance with its endeavor to further economic development.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois, as follows:

Section 1. That the above recitals are incorporated herein and made a part hereof.

Section 2. That the Real Estate Contract (the "*Contract*") that contains a revised offer to purchase the Subject Property in the amount of \$5000.00, a copy of which is attached hereto and made a part hereof, to convey the real property identified therein by and between the Village, Buyer, and Mattie Carter, Seller, is hereby approved substantially in the form presented.

Section 3. That the Village President and Village Clerk are hereby authorized to execute said Contract and any and all documents required to implement the provisions stated therein.

Section 4. That the Village Attorney is hereby authorized to undertake any and all actions on the part of the Village as contained in said Contract and complete such documentation to satisfy any and all conditions stated therein.

ADOPTED by the Village President and Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois, this 23rd day of February 2005.

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Present</u>
Trustee Brad Carpenter	X			X
Trustee Henry Murphy	X			X
Trustee Jerry Smith	X			X
Trustee Robert Warren	X			X
Trustee Yolanda Williams-Corner				
Mayor Martha Loggins			X	
Total	4		1	4

APPROVED

Martha Loggins
Village President

ATTEST:

Janeta Davidson
Village Clerk

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10. ATTORNEY'S UNOCCUPATION: The terms of this Contract (and all other attached or incorporated herein) shall be subject to modification by the parties hereto within the (2) business days from the date of completion. Notice of modification, if any, shall be in writing and shall contain the specific details of the modification and the date of completion. If no such notice is received within the time specified in this paragraph, the Contract shall be deemed to be null and void and all other terms of this Contract shall be null and void.

11. THE SELLER: The title of the property or estate to be sold by the Seller(s) as a Buyer(s) shall be, by mortgage, pledge or otherwise, subject to the provisions of this Contract, and shall be the property of the Seller(s) until the date of completion. The Seller(s) shall be responsible for the payment of all taxes, assessments, and other charges which may be levied against the property or estate to be sold by the Seller(s) at the date of completion. The Seller(s) shall be responsible for the payment of all taxes, assessments, and other charges which may be levied against the property or estate to be sold by the Seller(s) at the date of completion.

12. PERFORMANCE: This is of the nature of the Contract. The Seller(s) shall be bound to perform this Contract, then at the option of the Buyer(s) and upon written notice to the Seller(s), the earnest money shall be forfeited by the Seller(s) as liquidated damages and the Contract shall be deemed to be null and void and the Buyer(s) shall have the right, if necessary and applicable, to take possession of the Property at once, and all rights in and to the Property shall vest in the Buyer(s) immediately upon the date of completion. The Seller(s) shall be responsible for the payment of all taxes, assessments, and other charges which may be levied against the property or estate to be sold by the Seller(s) at the date of completion.

13. SELLER'S REPRESENTATION: Seller(s) represents that the title of any estate involved or pending proceedings are, and shall be, free from all liens, mortgages, charges, or other encumbrances which may be levied against the Property and as stated by Seller(s).

14. TITLE: (a) At least 30 days prior to the closing date, Seller(s) shall obtain a title report to be furnished to Buyer(s), or Seller(s) shall obtain a title report from a title insurance company licensed to do business in the State of Illinois to issue an owner's title insurance policy on the subject property in the amount of the purchase price of the Property at once, and all rights in and to the Property shall vest in the Buyer(s) immediately upon the date of completion. (b) The Seller(s) shall be responsible for the payment of all taxes, assessments, and other charges which may be levied against the property or estate to be sold by the Seller(s) at the date of completion. (c) The Seller(s) shall be responsible for the payment of all taxes, assessments, and other charges which may be levied against the property or estate to be sold by the Seller(s) at the date of completion.

15. AFFIDAVIT OF TITLE: Seller(s) shall execute an Affidavit of Title, covering the date of closing, which shall be in the form prescribed in paragraph 14. In the event that the Seller(s) fails to execute the Affidavit of Title, the Buyer(s) shall be deemed to have accepted the same as true and correct.

16. ESCROW CLOSING: At the direction of Seller(s) or Buyer(s), upon notice to the other party not less than 30 days prior to the closing date, the closing shall be held through an Escrow Agent licensed to do business in the State of Illinois, in accordance with the general provisions of the Illinois Real Estate Act and the provisions of this Contract. Upon execution of such an Escrow Agreement, the Escrow Agent shall be deemed to be the Escrow Agent for the purposes of this Contract.

17. NOTICE: All notices required pursuant to this Contract shall be in writing and signed by Seller or Buyer or their attorney or attorney in fact and shall be given by registered or certified mail, return receipt requested, and sent to the address or addresses as set forth in this Contract. Notices shall be deemed to be given if they are mailed by registered or certified mail, return receipt requested, and sent to the address or addresses as set forth in this Contract.

18. SELLER'S OBLIGATIONS: Seller(s) shall be responsible for the payment of all taxes, assessments, and other charges which may be levied against the property or estate to be sold by the Seller(s) at the date of completion. The Seller(s) shall be responsible for the payment of all taxes, assessments, and other charges which may be levied against the property or estate to be sold by the Seller(s) at the date of completion.

19. BUYER'S ACKNOWLEDGEMENT: THE BUYER(S) ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT. THE BUYER(S) ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT.

20. TRANSFER TAX STAMPS: (a) Seller(s) shall pay for the State of Illinois and County Seal Estate Tax on the Stamp. (b) Any applicable City or Village transfer tax shall be paid by the party designated in the Certificate of the Municipality imposing the tax except as set forth in an addendum to this Contract.

21. BUYER'S COMPLIANCE: Buyer(s) and Seller(s) shall comply with all laws, regulations, and orders of the United States of America, the State of Illinois, or any agency or authority thereof.

22. ASSIGNMENT OF AGREEMENTS: This Contract constitutes the entire agreement between the parties hereto. All negotiations between the parties to this Contract, and all other communications or agreements in connection with this Contract, are hereby incorporated into this Contract.

ORDINANCE No. 05-140-01

AN ORDINANCE AUTHORIZING THE EXECUTION OF A REVISED REAL ESTATE CONTRACT FOR THE PURCHASE OF REAL PROPERTY AT 2301 WEST 146TH STREET IN THE VILLAGE OF DIXMOOR BY AND BETWEEN THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS AND MATTIE CARTER

WHEREAS, the Village of Dixmoor, Cook County, Illinois (hereinafter the "*Village*"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and,

WHEREAS, Mattie Carter (the "*Seller*") is the owner of a certain parcel of real property identified by permanent index number (PIN) 29-07-136-011-0000 and commonly known as 2301 West 146th Street, Dixmoor, Illinois (hereinafter the "*Subject Property*"); and,

WHEREAS, the Subject Property is a vacant lot located in a B-1 Neighborhood Shopping District; and,

WHEREAS, the Village has adopted as one of its economic development goals the expansion and stabilization of the small business community in the Village of Dixmoor in order to diversify its tax base, expand employment opportunities and eradicate existing blight; and,

WHEREAS, to implement the goals of economic development, expansion of business and eradication of blight, the Village has authorized and adopted tax increment finance, under the *Illinois Tax Increment Allocation Redevelopment Act* (65 ILCS 5/11-74.4-1 *et seq.*, as supplemented and amended, the "*TIF Act*"), whereby Section 5/11-74.4-4 of the TIF Act in relevant part provides that real property within a redevelopment project area may be acquired all in the manner and at such price

the municipality determines is reasonably necessary to achieve the objectives of the redevelopment project and redevelopment plan for a designated area (the "*Project Area*"); and,

WHEREAS, the Village has determined that acquisition of the Subject Property located within the Project Area will further the type of development contemplated in the redevelopment plan for the Project Area; and,

WHEREAS, on December 8, 2004, the Village Board of Trustees adopted Ordinance Number 04-MO-31, which authorized the Village to execute a contract offering to purchase the Subject Property from the Seller in the amount of \$4000.00; and,

WHEREAS, the Seller counter offered to sell the Subject Property to the Village for \$5000.00; and,

WHEREAS, it is in the best interest of the Village of Dixmoor to acquire ownership of the Subject Property at the revised purchase price, upon satisfaction of all terms and conditions hereinafter set forth to purchase the Subject Property and in accordance with its endeavor to further economic development.

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Section 3. That the Village President and Village Clerk are hereby authorized to execute said Contract and any and all documents required to implement the provisions stated therein.

Section 4. That the Village Attorney is hereby authorized to undertake any and all actions on the part of the Village as contained in said Contract and complete such documentation to satisfy any and all conditions stated therein.

ADOPTED by the Village President and Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois, this 23rd day of February 2005.

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Present</u>
Trustee Brad Carpenter	X			X
Trustee Henry Murphy	X			X
Trustee Jerry Smith	X			X
Trustee Robert Warren	X			X
Trustee Yolanda Williams-Corner				X
Mayor Martha Loggins			X	
Total	4		1	4

APPROVED

Martha Loggins
Village President

ATTEST:

Janeta Davidson
Village Clerk



Date Written: _____

REALTOR ASSOCIATION OF THE WESTERN SUBURBS STANDARD VACANT LAND SALES CONTRACT



NUMBER VILLAGE OF DIXMOOR

Address _____ City _____ State _____ Zip _____

Specialty purchase, and Seller(s) MOTTIE CARTER

Address 114 S. HUMBOLDT #3 or OAK PARK Date IL 12 20 2002

Offer to sell to Buyer(s) at the price of FIVE THOUSAND

Date(s) 4,000.00 Property located at 2701 W. 146TH STREET

City of DIXMOOR County of COOK With PLAT-07-136-01-0000

and is fully described as follows (Legal description to be inserted or attached prior to signing of Contract)

(Description of referred to as "The Property") with applicable by dimensions of _____
(Appropriate not dimensions should be provided prior to signing of Contract)

3. **EARNEST MONEY:** Buyer(s) has paid \$ 10 by check/make due date _____
_____ days the additional sum of \$ _____
Contract money to be applied on the purchase price. THE EARNEST MONEY SHALL BE HELD BY THE LISTING BROKER FOR THE
MUTUAL BENEFIT OF THE PARTIES CONCERNED AND UPON THE CLOSING OF THE SALE, SHALL BE APPLIED FIRST TO
THE PAYMENT OF ANY EXPENSES INCURRED BY THE LISTING BROKER FOR THE FORESAID IN RESPECT TO THIS
TRANSACTION AND SECOND TO THE PAYMENT OF THE BROKER'S SALES COMMISSION, REMAINING THE SURPLUS,
IF ANY, TO THE SELLER(S). The balance of the purchase price shall be paid at closing by cashiers or certified check.

4. **TIME OF CLOSING DATE:** The closing date shall be on or before 12/31/02 or on the date, if any, to which said date is
extended by reason of paragraph 6 & 7 in the County where the Property is located, at Seller's attorney's office. No Seller's attorney, or
at such other place as the parties mutually agree.

4. **POSSESSION:** Possession shall be granted to Buyer(s) at the completion of closing unless otherwise agreed in writing by the parties.

8. **STANDARD CONTRACT:** In this contract in relation to the conditions stated herein, _____
Buyer(s) shall accept, or have acceptable made available to Buyer(s), a written contract and a plan to be covered by a mortgage or other debt on
the Property in the amount of \$ _____ at such fixed rate as Buyer(s) may desire. _____ with correct charges and after loan
changes will be made _____ % of the loan amount (if it shall be determined that any charges are made by Buyer(s) and has been unable to do so, and after
every reasonable effort to procure a loan commitment from any lender available to Buyer(s) and has been unable to do so, and after
serving written notice to Seller(s) or Seller's attorney, _____ day after the time specified herein for procuring such commit-
ment, then the Contract shall terminate and all earnest money paid by Buyer(s) hereunder shall be returned. However, if Seller(s), or Seller's
attorney, or Seller's attorney, within 10 business days of Buyer's notice, shall deliver to Buyer(s) a copy of a commitment to do so, all
days, then this Contract shall terminate and all earnest money paid by Buyer(s) shall be returned to Buyer(s) within 10 business days of
said commitment upon fulfillment of all terms and conditions hereof. IN THE EVENT BUYER(S) DOES NOT OBTAIN A COMMITMENT TO PURCHASE
AND OBTAIN FINANCING UPON BELIEF AS HEREIN PROVIDED, THEN THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.

5. **BUYER'S OBLIGATIONS:** _____
Buyer(s) shall accept, or have acceptable made available to Buyer(s), a written contract and a plan to be covered by a mortgage or other debt on
the Property in the amount of \$ _____ at such fixed rate as Buyer(s) may desire. _____ with correct charges and after loan
changes will be made _____ % of the loan amount (if it shall be determined that any charges are made by Buyer(s) and has been unable to do so, and after
every reasonable effort to procure a loan commitment from any lender available to Buyer(s) and has been unable to do so, and after
serving written notice to Seller(s) or Seller's attorney, _____ day after the time specified herein for procuring such commit-
ment, then the Contract shall terminate and all earnest money paid by Buyer(s) hereunder shall be returned. However, if Seller(s), or Seller's
attorney, or Seller's attorney, within 10 business days of Buyer's notice, shall deliver to Buyer(s) a copy of a commitment to do so, all
days, then this Contract shall terminate and all earnest money paid by Buyer(s) shall be returned to Buyer(s) within 10 business days of
said commitment upon fulfillment of all terms and conditions hereof. IN THE EVENT BUYER(S) DOES NOT OBTAIN A COMMITMENT TO PURCHASE
AND OBTAIN FINANCING UPON BELIEF AS HEREIN PROVIDED, THEN THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.

7. **DEED TO BE DELIVERED:** _____
Buyer(s) shall accept, or have acceptable made available to Buyer(s), a written contract and a plan to be covered by a mortgage or other debt on
the Property in the amount of \$ _____ at such fixed rate as Buyer(s) may desire. _____ with correct charges and after loan
changes will be made _____ % of the loan amount (if it shall be determined that any charges are made by Buyer(s) and has been unable to do so, and after
every reasonable effort to procure a loan commitment from any lender available to Buyer(s) and has been unable to do so, and after
serving written notice to Seller(s) or Seller's attorney, _____ day after the time specified herein for procuring such commit-
ment, then the Contract shall terminate and all earnest money paid by Buyer(s) hereunder shall be returned. However, if Seller(s), or Seller's
attorney, or Seller's attorney, within 10 business days of Buyer's notice, shall deliver to Buyer(s) a copy of a commitment to do so, all
days, then this Contract shall terminate and all earnest money paid by Buyer(s) shall be returned to Buyer(s) within 10 business days of
said commitment upon fulfillment of all terms and conditions hereof. IN THE EVENT BUYER(S) DOES NOT OBTAIN A COMMITMENT TO PURCHASE
AND OBTAIN FINANCING UPON BELIEF AS HEREIN PROVIDED, THEN THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.

8. **PROMISSORY:** (a) Real estate taxes payable shall be paid by or at closing by Seller. Real estate taxes hereon shall be paid on the Property but not
payable shall be provided by the date of closing or later (check one)
() () Based upon the most recent real estate tax records, the latest known equalization factors, and the latest known tax rate, the
Seller's Association shall maintain charge, assessment and other taxes automatically provided on the date of
closing; (b) The parties agree to take all necessary steps to obtain the title for the Property, if necessary.

9. **OTHER TERMS AND CONDITIONS:** This contract is subject to the terms and conditions set forth herein and the terms and conditions
agreed by the parties and attached hereto hereon.

CONTINGENT UPON APPROVAL OF DIXMOOR VILLAGE BOARD
THE PRINTED MATTER OF THIS CONTRACT HAS BEEN REPRODUCED UNDER THE SUPERVISION OF THE REALTOR ASSOCIATION OF THE WESTERN SUBURBS AMONG THE COOK COUNTY BAR, BARRISTERS, THE PARTIES AND CAUTIONING THAT THIS IS A LEGALLY
BIDDING CONTRACT AND TO SEEK LEGAL COUNSEL.

Date of Acceptance _____ (The date must be inserted only if the parties have agreed to do so)

Signature and position of this Contract _____
Village of Dixmoor _____

BUYER(S) MOTTIE CARTER SELLER(S) MOTTIE CARTER

The name of _____ The name of _____

BUYER(S) _____ SELLER(S) _____

The name of _____ The name of _____

BUYER'S AGENT _____ SELLER'S AGENT _____

COMPANY NAME _____ COMPANY NAME _____

BUYER'S ATTORNEY _____ SELLER'S ATTORNEY _____

© 1997 REALTOR ASSOCIATION OF THE WESTERN SUBURBS

18. ATTORNEY'S MORTGAGE: The terms of this Contract (and all other attached) shall remain in effect until modified by the parties hereto in writing. This Contract shall be subject to the provisions of the Uniform Residential Real Estate Settlement Procedures Act (URISPA) and the Truth in Lending Act (TILA) to the extent applicable to the terms of this Contract. If any provision of this Contract is held to be unenforceable under either of the above acts, the remainder of this Contract shall not be affected thereby.

19. TITLE: The title to the property shall be held by Seller(s) until the closing date. Seller(s) shall execute all documents necessary to transfer title to the property to Buyer(s) at the closing. Seller(s) shall execute all documents necessary to transfer title to the property to Buyer(s) at the closing. Seller(s) shall execute all documents necessary to transfer title to the property to Buyer(s) at the closing.

20. REPRESENTATIONS AND WARRANTIES: Seller(s) represents that the title to the property is free from all liens, claims, and encumbrances, except as set forth in the attached plat. Seller(s) represents that the title to the property is free from all liens, claims, and encumbrances, except as set forth in the attached plat.

21. TRANSFER TAXES: Buyer(s) shall pay the State and County Real Estate Transfer Tax. Seller(s) shall pay the State and County Real Estate Transfer Tax. Buyer(s) shall pay the State and County Real Estate Transfer Tax. Seller(s) shall pay the State and County Real Estate Transfer Tax.

22. ASSIGNMENT: This Contract shall not be assignable by either party without the written consent of the other party. This Contract shall not be assignable by either party without the written consent of the other party.

23. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties and supersedes all other agreements, oral or written, made by or for the parties hereto. This Contract constitutes the entire agreement between the parties and supersedes all other agreements, oral or written, made by or for the parties hereto.

ORDINANCE No. 05-140-02

AN ORDINANCE AUTHORIZING THE ACQUISITION OF A SAFE DEPOSIT BOX AT HERITAGE COMMUNITY BANK OF GLENWOOD FOR THE STORING OF COPIES OF ESSENTIAL DOCUMENTS PERTAINING TO THE GOVERNANCE OF THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Dixmoor, Cook County, Illinois (hereinafter the "*Village*"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and,

WHEREAS, it is in the best interest of the Village of Dixmoor to acquire a safe deposit box for the placement of copies of essential documents, or computer disks containing said, including but not limited to Village financial records and receipts, annual audits, payroll records, titles and serial numbers of vehicles and equipment, insurance policies and any other such information deemed essential to the basic function and operation of the Village (the "*Critical Documents*"); and,

WHEREAS, the storage of copies of Critical Documents will ensure that said items will be permanently available in a quick and timely manner to the Corporate Authorities of the Village of Dixmoor in the event of theft, damage, natural disaster or terrorist action within or around a Village facility or designated venter of the Village; and,

WHEREAS, Heritage Community Bank of Glenwood, located at 100 83rd and Halsted Street, Glenwood, Illinois 60425, (the "*Heritage Bank*") is capable of providing a safe deposit box to the Village upon receipt of payment of an annual fee; and,

WHEREAS, that at all times the key to the safe deposit box must be stored in the office of the Village Clerk in the Village Hall of the Village of Dixmoor; and,

WHEREAS, that at all times the only two individuals capable of acquiring the key and subsequent access to the safe deposit box at Heritage Bank will be the Village President and the most senior Village Trustee of the three Village Trustees elected to said office at an election in which the office of the Village President does not appear on the ballot (the "*Senior Village Trustee*"); and,

WHEREAS, access to the safe deposit box by the Village President and Senior Village Trustee shall only occur when both duly elected officers are simultaneously physically present at Heritage Bank in order to obtain or place a copy of Critical Documents in the safe deposit box; and,

WHEREAS, those Critical Documents requiring updating must, at minimum, be brought up to date semiannually, and that the Police Chief, Fire Chief, Village Treasure, office manager and other elected officials of the Village of Dixmoor shall ensure that new or updated Critical Documents are placed in the safe deposit box upon receipt.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois, as follows:

Section 1. That the above recitals are incorporated herein and made a part hereof.

Section 2. That the Village President and Village Clerk are hereby authorized to acquire a safe deposit box at Heritage Bank for the placement of copies of Critical Documents of the Village of Dixmoor.

Section 3. That the Village President and Senior Village Trustee is hereby authorized to execute and any and all signatory documents required to acquire access to the safe deposit box at Heritage Bank.

Section 4. That the Village Treasure is hereby authorized to undertake any and all actions on the part of the Village to ensure timely payment of the annual fee associated with the procurement and maintenance of the safe deposit box.

Section 5. That the Village Clerk shall retain a log documenting all times the key is requested and removed from the Village for the safe deposit box and shall itemize all Critical Documents placed in the safe deposit box and distribute same to the Village President and Board of Trustees semiannually.

Section 6. That this Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

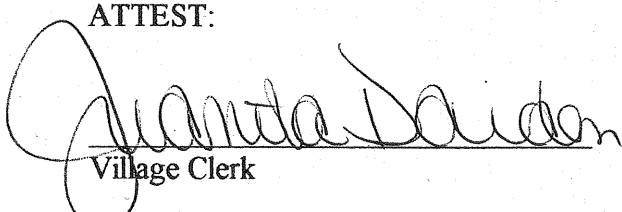
ADOPTED by the Village President and Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois, this 23rd day of February 2005.

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Present</u>
Trustee Brad Carpenter				
Trustee Henry Murphy				
Trustee Jerry Smith				
Trustee Robert Warren				
Trustee Yolanda Williams-Corner				
Mayor Martha Loggins				
Total				

APPROVED

Village President

ATTEST:



Village Clerk

ORDINANCE No. 05-110-07

AN ORDINANCE APPROVING THE ASSIGNMENT OF AN ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS AND ORIENT MACHINE & WELDING CORPORATION

WHEREAS, on December 8, 2004, the Village of Dixmoor, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Orient Machining & Welding Corporation, an Illinois Corporation, (the "Developer") entered into a certain Economic Incentive Agreement (the "*Redevelopment Agreement*") providing, among other things, specific terms, conditions and obligations with regard to the conveyance, development and redevelopment of certain parcels of real estate pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et seq.* as amended (the "*Act*"); and,

WHEREAS, the Developer under said Redevelopment Agreement has requested that its right, title and interest therein be assigned to Andrzej Plewa, one of the principles of Orient Machining & Welding, pursuant to said Redevelopment Agreement and that the assignment shall be fully binding on Andrzej Plewa as the Developer of the Project, as therein defined and contemplated within the Redevelopment Agreement.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Dixmoor, Cook County, Illinois that pursuant to paragraph "B" in the Article entitled "*General*" of the Redevelopment Agreement, the assignment of the right, title and interest of Orient Machining & Welding is hereby approved on the condition that Andrzej Plewa deliver to the Village written confirmation of his assumption of any and all obligations of Orient Machining & Welding under the Redevelopment Agreement but in no way shall such assignment relieve Orient Machining & Welding of its obligation under the Redevelopment Agreement pertaining to its Current Facility, as therein defined and contemplated.

ADOPTED by the Village President and Village Board of Trustees of the Village of
Dixmoor, Cook County, Illinois, this 23rd day of March 2005.

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Present</u>
Trustee Brad Carpenter	X			X
Trustee Henry Murphy	X			X
Trustee Jerry Smith	X			X
Trustee Robert Warren	X			X
Trustee Yolanda Williams-Corner	X			X
Mayor Martha Loggins				
Total	5			5

APPROVED

Martha Loggins
Village President

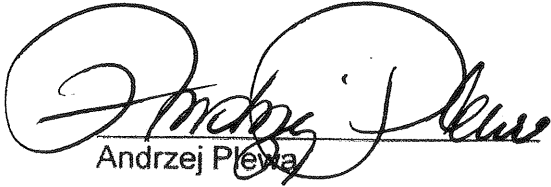
ATTEST:

Janita Dandon
Village Clerk

ASSUMPTION AGREEMENT

I, Andrzej Plewa, do hereby confirm and agree to assume any and all obligations of Orient Machining & Welding Corporation pursuant to a certain a certain Economic Incentive Agreement dated December 8, 2004 by and between the Village of Dixmoor and Orient Machining & Welding Corporation subsequently assigned to me pursuant to Village Ordinance No. 05-140-07.

Dated this 8 day of April, 2005.


Andrzej Plewa

ORDINANCE No. 05-MO-09

AN ORDINANCE AUTHORIZING THE EXECUTION OF A REAL ESTATE CONTRACT FOR THE PURCHASE OF REAL PROPERTY AT 14518 AND 14520 DAVIS AVENUE IN THE VILLAGE OF DIXMOOR BY AND BETWEEN THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS AND CLOTILDA E. KYLE

WHEREAS, the Village of Dixmoor, Cook County, Illinois (hereinafter the "*Village*"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and,

WHEREAS, Clotilda E. Kyle (the "*Seller*") is the owner of two vacant parcels of real property identified by permanent index numbers (PINs) 29-07-127-032-0000 and 29-07-127-033-0000 and commonly known as 14518 and 14520 Davis Avenue, Dixmoor, Illinois (hereinafter the "*Subject Properties*"); and,

WHEREAS, the Village has adopted as one of its economic development goals the expansion and stabilization of the small business community in the Village of Dixmoor in order to diversify its tax base, expand employment opportunities and eradicate existing blight; and,

WHEREAS, to implement the goals of economic development, expansion of business and eradication of blight, the Village has authorized and adopted tax increment finance, under the *Illinois Tax Increment Allocation Redevelopment Act* (65 ILCS 5/11-74.4-1 *et seq.*, as supplemented and amended, the "*TIF Act*"), whereby Section 5/11-74.4-4 of the TIF Act in relevant part provides that real property within a redevelopment project area may be acquired all in the manner and at such price

the municipality determines is reasonably necessary to achieve the objectives of the redevelopment project and redevelopment plan for a designated area (the "*Project Area*"); and,

WHEREAS, the Village has determined that acquisition of the Subject Properties located within the Project Area will further the type of development contemplated in the redevelopment plan for the Project Area; and,

WHEREAS, it is in the best interest of the Village of Dixmoor to acquire ownership of the Subject Properties at the purchase price, upon satisfaction of all terms and conditions hereinafter set forth to purchase the Subject Properties and in accordance with its endeavor to further economic development.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois, as follows:

Section 1. That the above recitals are incorporated herein and made a part hereof.

Section 2. That the Real Estate Contract (the "*Contract*") to purchase the Subject Properties in the amount of \$7000.00, a copy of which is attached hereto and made a part hereof, to convey the real properties identified therein by and between the Village, Buyer, and Clotilda E. Kyle, Seller, is hereby approved substantially in the form presented.

Section 3. That the Village President and Village Clerk are hereby authorized to execute said Contract and any and all documents required to implement the provisions stated therein.

Section 4. That the Village Attorney is hereby authorized to undertake any and all actions on the part of the Village as contained in said Contract and complete such documentation to satisfy any and all conditions stated therein.

ADOPTED by the Village President and Village Board of Trustees of the Village of
Dixmoor, Cook County, Illinois, this 27th day of APRIL 2005.

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Present</u>
Trustee Brad Carpenter	X			X
Trustee Henry Murphy	X			X
Trustee Jerry Smith	X			X
Trustee Robert Warren	X			X
Trustee Yolanda Williams-Corner	X			X
Mayor Martha Loggins				X
Total	5			5

APPROVED

Martha Loggins
Village President

ATTEST:

Juanita London
Village Clerk



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 3.0



1 1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties".

2

3 Buyer(s) Village of Dixmoor Seller(s) Clotilda E. Kyle

4 (Please Print) (Please Print)

5 2. THE REAL ESTATE: Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller
6 agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage
7 of +/- 6200 square feet commonly known as: 14518 & 14520 Davis Avenue Dixmoor Illinois 60426

8 Address City State Zip

9 Cook 29-07-127-032-0000 & 29-07-127-033-0000

10 County Unit # (if applicable) Permanent Index Number(s) of Real Estate

11 Condo/Coop/Townhome Parking Space Included: (check type) ___deeded space; ___limited common element;

12 ___assigned; Parking space # ___(insert number)

13 3. FIXTURES AND PERSONAL PROPERTY: All of the fixtures and personal property stated herein are owned by

14 Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise stated herein.

15 Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems together with the

16 following items of personal property by Bill of Sale at Closing: [Check or enumerate applicable items]

17 ___ Refrigerator ___ All Tacked Down Carpeting ___ Fireplace Screen(s)/Door(s)/Grate(s) ___ Central Air Conditioning

18 ___ Oven/Range/Stove ___ All Window Treatments & Hardware ___ Fireplace Gas Logs ___ Electronic or Media Air Filter

19 ___ Microwave ___ Built-in or Attached Shelving ___ Existing Storms & Screens ___ Central Humidifier

20 ___ Dishwasher ___ Smoke Detector(s) ___ Security System(s) (owned) ___ Sump Pump(s)

21 ___ Garbage Disposal ___ Ceiling Fan(s) ___ Intercom System ___ Water Softener (owned)

22 ___ Trash Compactor ___ TV Antenna System ___ Central Vac & Equipment ___ Outdoor Shed

23 ___ Washer ___ Window Air Conditioner(s) ___ Electronic Garage Door Opener(s) ___ Attached Gas Grill

24 ___ Dryer ___ All Planted Vegetation ___ with Transmitter(s) ___ Light Fixtures, as they exist

25 ___ Satellite Dish and System ___ Invisible Fence System, Collar(s) and Box ___ Home Warranty \$

26 Other items included:

27 Items NOT included:

28 Seller warrants to Buyer that all fixtures, systems and personal property included in this Contract shall be in operating

29 condition at possession, except:

30 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,

31 regardless of age, and does not constitute a threat to health or safety.

32 4. PURCHASE PRICE: Purchase Price of \$ 7000.00 shall be paid as follows: Initial

33 earnest money of \$ 0 by (check), (cash), or (note due on

34 20) to be increased to a total of \$ 0 by , 20. The earnest

35 money and the original of this Contract shall be held by the Listing Company, as "Escrowee", in trust for the mutual

36 benefit of the Parties. The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing by wire

37 transfer of funds, or by certified, cashier's, mortgage lender's or title company's check (provided that the title

38 company's check is guaranteed by a licensed title insurance company).

39 5. MORTGAGE CONTINGENCY: This Contract is contingent upon Buyer obtaining an unconditional written

40 mortgage commitment (except for matters of title and survey or matters totally within Buyer's control) on or before

41 n/a, 20 for a (type) loan of \$ or such

42 lesser amount as Buyer elects to take, plus private mortgage insurance (PMI), if required. The interest rate (initial rate, if

43 applicable) shall not exceed % per annum, amortized over not less than years. Buyer shall pay loan

44 origination fee and/or discount points not to exceed % of the loan amount. Seller shall pay loan origination fee

45 and/or discount points not to exceed % of the loan amount. Those fees/points committed to by Buyer shall be applied

46 first. Buyer shall pay the cost of application, usual and customary processing fees and Closing costs charged by lender.

47 (If FHA/VA, refer to Paragraph #36 for additional provisions.) Buyer shall make written loan application within five (5)

48 business days after the Date of Acceptance. Failure to do so shall constitute an act of default under this Contract. If

49 Buyer, having applied for the loan specified above, is unable to obtain a loan commitment and serves written notice to

50 Seller within the time specified, this Contract shall be null and void and earnest money refunded to Buyer upon written

51 direction of the Parties to Escrowee. If written notice is not served within the time specified, Buyer shall be deemed

52 to have waived this contingency and this Contract shall remain in full force and effect. Unless otherwise provided

53 herein, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate. A

54 condition in the mortgage commitment requiring sale and/or closing of existing real estate shall not render the

55 mortgage commitment conditional for the purpose of this paragraph. If Seller at Seller's option and expense,

56 within thirty (30) days after Buyer's notice, procures for Buyer such commitment or notifies Buyer that Seller

Buyer Initial Buyer Initial Seller Initial Seller Initial
Address 14518 & 14520 Davis Avenue, Dixmoor, Illinois, 29-07-127-032-0000 and 29-07-127-033-0000

57 ~~will accept a purchase money mortgage upon the same terms, this Contract shall remain in full force and effect.~~
58 ~~In such event, Seller shall notify Buyer within five (5) business days after Buyer's notice of Seller's election to~~
59 ~~provide or obtain such financing, and Buyer shall furnish to Seller or lender all requested information and shall~~
60 ~~sign all papers necessary to obtain the mortgage commitment and to close the loan.~~

61 **6. CLOSING:** Closing or escrow payout shall be on May 30, 2005, or at such time as
62 mutually agreed upon by the Parties in writing. Closing shall take place at the title company escrow office situated
63 geographically nearest the Real Estate, or as shall be agreed mutually by the Parties.

64 **7. POSSESSION:** Possession shall be deemed to have been delivered when Seller has vacated Real Estate and delivered
65 keys to Real Estate to Buyer or to Listing Office. Seller shall deliver possession to Buyer at the time of Closing.

66 ~~**8. RESIDENTIAL REAL ESTATE AND LEAD-BASED PAINT DISCLOSURES:** If applicable, prior to signing~~
67 ~~this Contract, Buyer [check one] has has not received a completed Illinois Residential Real Property Disclosure~~
68 ~~Report; [check one] has has not received the EPA Pamphlet, "Protect Your Family From Lead in Your Home";~~
69 ~~[check one] has has not received a Lead-Based Paint Disclosure.~~

70 **9. PRORATIONS:** Proratable items shall include, without limitation, rents and deposits (if any) from tenants, utilities,
71 water and sewer, and homeowner or condominium association fees. Seller represents that as of the Date of Acceptance
72 Homeowner Association/Condominium fees are \$ n/a per _____. Seller agrees to pay prior to or
73 at Closing any special assessments (governmental or association) confirmed prior to Date of Acceptance. The general
74 Real Estate taxes shall be prorated as of the date of Closing based on 105 % of the most recent ascertainable full
75 year tax bill. All prorations shall be final as of Closing, except as provided in paragraph 17. If the amount of the most
76 recent ascertainable tax bill reflects a homeowner, senior citizen or other exemption, Seller has submitted or will submit
77 in a timely manner all necessary documentation to the Assessor's Office, before or after Closing, to preserve said
78 exemption(s). Accumulated reserves of a Homeowner/Condominium Association are not a proratable item.

79 **10. OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS selected for use and
80 initialed by the Parties which are contained on the succeeding pages and the following attachments, if any:
81 none

82 ~~**11. PROFESSIONAL INSPECTIONS:** Buyer may secure at Buyer's expense (unless otherwise provided by~~
83 ~~governmental regulations) a home, radon, environmental, lead-based paint and/or lead-based paint hazards (unless~~
84 ~~separately waived), and/or wood insect infestation inspection(s) of said Real Estate by one or more licensed or certified~~
85 ~~inspection service(s). Buyer shall serve written notice upon Seller or Seller's attorney of any defects disclosed by the~~
86 ~~inspection(s) which are unacceptable to Buyer, together with a copy of the pertinent page(s) of the report(s) within five~~
87 ~~(5) business days (ten (10) calendar days for a lead-based paint and/or lead-based paint hazard inspection) after Date of~~
88 ~~Acceptance. If written notice is not served within the time specified, this provision shall be deemed waived by~~
89 ~~Parties and this Contract shall remain in full force and effect. If within ten (10) business days after Date of~~
90 ~~Acceptance, written agreement cannot be reached by the Parties with respect to resolution of inspection issues, then~~
91 ~~either Party may terminate this Contract by written notice to the other Party and this Contract shall be null and void~~
92 ~~and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. The home inspection shall~~
93 ~~cover only major components of the Real Estate, including but not limited to, central heating system(s), central cooling~~
94 ~~system(s), plumbing and well system, electrical system, roof, walls, windows, ceilings, floors, appliances and~~
95 ~~foundation. A major component shall be deemed to be in operating condition if it performs the function for which it is~~
96 ~~intended, regardless of age, and does not constitute a threat to health or safety. Buyer shall indemnify Seller and hold~~
97 ~~Seller harmless from and against any loss or damage caused by the acts or negligence of Buyer or any person performing~~
98 ~~any inspection(s). Buyer agrees minor repairs and routine maintenance items are not a part of this contingency.~~

99 **12. ATTORNEY REVIEW:** The respective attorneys for the Parties may approve, disapprove, or make modifications
100 to this Contract, other than stated Purchase Price, within five (5) business days after the Date of Acceptance.
101 Disapproval or modification of this Contract shall not be based solely upon stated Purchase Price. Any notice of
102 disapproval or proposed modification(s) by any Party shall be in writing. If within ten (10) business days after Date of
103 Acceptance written agreement on proposed modification(s) cannot be reached by the Parties, **this Contract shall be**
104 **null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. If written**
105 **notice is not served within the time specified, this provision shall be deemed waived by the Parties and this**
106 **Contract shall remain in full force and effect.**

107 **13. PLAT OF SURVEY:** Not less than one (1) business day prior to Closing, except where the subject property is a
108 condominium (see Paragraph 27) Seller shall, at Seller's expense, furnish to Buyer or his attorney a Plat of Survey dated
109 not more than six (6) months prior to the date of Closing, prepared by an Illinois Professional Land Surveyor, showing

M L Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
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163 reasonable attorney fees and costs from the losing Party as ordered by a court of competent jurisdiction. There shall be
164 no disbursement of earnest money unless Escrowee has been provided written agreement from Seller and Buyer. Absent
165 an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit
166 funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. Escrowee shall be
167 reimbursed from the earnest money for all costs, including reasonable attorney fees, related to the filing of the
168 interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims
169 and demands arising under this paragraph.

170 **19. DAMAGE TO REAL ESTATE PRIOR TO CLOSING:** If, prior to delivery of the deed, the Real Estate shall be
171 destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall
172 have the option of terminating this Contract and receiving a refund of earnest money or of accepting the Real Estate as
173 damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage,
174 which proceeds Seller agrees to assign to Buyer. Seller shall not be obligated to repair or replace damaged
175 improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable
176 to this Contract, except as modified in this paragraph.

177 **20. SELLER REPRESENTATIONS:** Seller represents that he has not received written notice from any Governmental
178 body or Homeowner Association of (a) zoning, building, fire or health code violations that have not been corrected; (b)
179 any pending rezoning; or (c) a proposed or confirmed special assessment and /or special service area affecting the Real
180 Estate. Seller further represents that Seller has no knowledge of boundary line disputes, easements or claims of easement
181 not shown by the public records, any hazardous waste on the Real Estate or any improvements for which the required
182 permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not
183 included in full in the determination of the most recent real estate tax assessment, or which are eligible for home
184 improvement tax exemption.

185 **21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean
186 condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at
187 Seller's expense before possession. Buyer shall have the right to inspect the Real Estate, fixtures and personal property
188 prior to possession to verify that the Real Estate, improvements and included personal property are in substantially the
189 same condition as of the Date of Acceptance of this Contract, normal wear and tear excepted.

190 **22. GOVERNMENTAL COMPLIANCE:** Parties agree to comply with the reporting requirements of the applicable
191 sections of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

192 **23. ESCROW CLOSING:** At the election of either Party, not less than five (5) business days prior to the Closing, this
193 sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions
194 of the usual form of Deed and Money Escrow Agreement, as agreed upon between the Parties, with provisions inserted
195 in the Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the
196 Party requesting the escrow.


197 ~~24. FLOOD INSURANCE: Buyer shall obtain flood insurance if required by Buyer's lender.~~

198 **25. FACSIMILE:** Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this
199 Contract.

200 **26. BUSINESS DAYS:** Business days are defined as Monday through Friday, excluding Federal holidays.

201 ~~27. CONDOMINIUMS: (If applicable) The Parties agree that the terms contained in this paragraph, which may be~~
202 ~~contrary to other terms of this Contract, shall supersede any conflicting terms.~~

- 203 (a) ~~Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of~~
204 ~~the Declaration of Condominium and all amendments; public and utility easements including any easements~~
205 ~~established by or implied from the Declaration of Condominium or amendments thereto; party wall rights and~~
206 ~~agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the~~
207 ~~date of Closing of general assessments established pursuant to the Declaration of Condominium.~~
- 208 (b) ~~Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special~~
209 ~~assessments confirmed prior to the Date of Acceptance.~~
- 210 (c) ~~Buyer has, within five (5) business days from the Date of Acceptance of this Contract, the right to demand from~~
211 ~~Seller items as stipulated by the Illinois Condominium Property Act. The Contract is subject to the condition~~
212 ~~that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-~~
213 ~~emptive rights of purchase created by the Declaration of Condominium within the time established by the~~
214 ~~Declaration. In the event the Condominium Association requires personal appearance of Buyer and/or additional~~
215 ~~documentation, Buyer agrees to comply with same.~~

 Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
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110 any encroachments, measurements of all lot lines, all easements of record, building set back lines of record, fences, all
111 buildings and other improvements on the Real Estate and distances therefrom to the nearest two lot lines. In addition, the
112 survey to be provided shall be a boundary survey conforming to the current requirements of the Illinois Department of
113 Professional Regulation. The survey shall show all corners staked and flagged or otherwise monumented. The survey
114 shall have the following statement prominently appearing near the professional land surveyor seal and signature: "This
115 professional service conforms to the current Illinois minimum standards for a boundary survey." A Mortgage Inspection,
116 as defined, is not a boundary survey, and does not satisfy the necessary requirements.

117 **14. NOTICE:** All notices required shall be in writing and shall be served by one Party or his attorney to the other Party
118 or his attorney. Notice to any one of a multiple person Party shall be sufficient notice to all. Notice shall be given in the
119 following manner:

- 120 (a) By personal delivery of such notice; or
121 (b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt
122 requested. Except as otherwise provided herein, notice served by certified mail shall be effective on the date of
123 mailing; or
124 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission,
125 provided that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00
126 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time
127 of notice is the first hour of the first business day after transmission; or
128 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided
129 that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago
130 Time), and provided further that the recipient provides written acknowledgment to the sender of receipt of the
131 transmission (by e-mail, facsimile, or by regular mail). In the event e-mail notice is transmitted during non-
132 business hours, the effective date and time of notice is the first hour of the first business day after transmission.

133 **15. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
134 merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights, (or the
135 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
136 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: general
137 real estate taxes not due and payable at the time of Closing, covenants, conditions, and restrictions of record, building
138 lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate.

139 **16. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
140 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
141 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title
142 company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance of this Contract,
143 subject only to items listed in Paragraph 15. The requirement of providing extended coverage shall not apply if the Real
144 Estate is vacant land. The commitment for title insurance furnished by Seller will be conclusive evidence of good and
145 merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses
146 unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller
147 shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage
148 that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title
149 insured over prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase
150 Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of
151 Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance
152 Policy.

153 ~~**17. REAL ESTATE PROPERTY TAX ESCROW:** In the event the Real Estate is improved, but has not been~~
154 ~~previously taxed for the entire year as currently improved, the sum of three (3) percent of the Purchase Price shall be~~
155 ~~deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and~~
156 ~~paid at Closing. When the exact amount of the taxes prorated under this Contract can be ascertained, the taxes shall be~~
157 ~~prorated by the Seller's attorney at the request of either Party, and the Seller's share of such tax liability after reparation~~
158 ~~shall be paid to the Buyer from the escrow funds and the balance, if any, shall be paid to the Seller. If the Seller's~~
159 ~~obligation after such reparation exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly~~
160 ~~upon demand.~~

161 **18. PERFORMANCE:** Time is of the essence of this Contract. In the event of default by Seller or Buyer, the Parties
162 are free to pursue any legal remedies at law or in equity. The prevailing Party in litigation shall be entitled to collect

ML Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
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216 (d) In the event the documents and information provided by the Seller to the Buyer disclose that the existing
217 improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions
218 contained within the documents would unreasonably restrict Buyer's use of the premises or would increase the
219 financial considerations which Buyer would have to extend in connection with the owning of the condominium,
220 then Buyer may declare this Contract null and void by giving Seller written notice within five (5) business days
221 after the receipt of the documents and information required by Paragraph 27 (c), listing those deficiencies which
222 are unacceptable to Buyer, and thereupon all earnest money deposited by Buyer shall be returned to Buyer upon
223 written direction of Parties to escrowee. If written notice is not served within the time specified, Buyer shall
224 be deemed to have waived this contingency, and this Contract shall remain in full force and effect.

225 (e) Seller shall not be obligated to provide a condominium survey.

226 (f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgagee) as insured.

227 **28. CHOICE OF LAW/GOOD FAITH:** All terms and provisions of this Contract including, but not limited to, the
228 Attorney Review and Professional Inspection paragraphs, shall be governed by the laws of the State of Illinois and are
229 subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

230

231 **THE FOLLOWING OPTIONAL PROVISIONS APPLY ONLY IF INITIALED BY ALL PARTIES**

232

233 **29. SALE OF BUYER'S REAL ESTATE:**

234 [initials]

235 (A) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:

236 (1) Buyer owns real estate commonly known as (address): _____
237 (2) Buyer has has not entered into a contract to sell his real estate. If Buyer has entered into a contract to sell
238 his real estate:

239 (a) Buyer's sale contract is is not subject to a mortgage contingency.

240 (b) Buyer's sale contract is is not subject to a real estate sale contingency.

241 (c) Buyer's sale contract is is not subject to a real estate closing contingency.

242 (3) Buyer has has not listed his real estate for sale with a licensed real estate broker and in a local multiple
243 listing service.

244 (4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple listing service,
245 Buyer:

246 (a) Shall list his real estate for sale with a licensed real estate broker who will place it in a local multiple
247 listing service within five (5) business days after the Date of Acceptance of this Contract.

248 For information only: Broker: _____

249 Broker's Address: _____ Phone: _____

250 (b) Does not intend to list his real estate for sale.

251 (5) Buyer authorizes Seller or his agent to verify representations contained in Paragraph 29 at any time, and Buyer agrees to
252 cooperate in providing relevant information.

253 (B) **CONTINGENCIES BASED UPON SALE AND/OR CLOSE OF BUYER'S REAL ESTATE:**

254 (1) This Contract is contingent upon Buyer having a contract for the sale of Buyer's real estate in full force and effect as of
255 _____, 20____. Such contract shall provide for a Closing date not later than the Closing date set forth in
256 this Contract. If written notice of failure to procure such contract is not served within the time specified, Buyer shall
257 be deemed to have waived this contingency and this Contract shall remain in full force and effect. (If this paragraph
258 is used, then the following paragraph must be completed.)

259 (2) In the event the Buyer has procured a contract for the sale of Buyer's real estate as set forth in Paragraph 29 (B) (1) and that
260 contract is in full force and effect or has entered into a contract for sale of Buyer's real estate prior to the execution of this
261 Contract, this Contract is contingent upon Buyer Closing the sale of Buyer's real estate on or before
262 _____, 20____. If written notice is not served within the time specified, Buyer shall be
263 deemed to have waived all contingencies contained in this Paragraph 29, and this Contract shall remain in full force
264 and effect.

265 (3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 29 (B) (1)
266 (or after the date of this Contract if no date is set forth in Paragraph 29 (B) (1)), Buyer shall, within three (3) business days
267 of such termination, notify Seller of said termination. Unless Buyer, as part of said notice, waives all contingencies in
268 Paragraph 29 and complies with Paragraph 29 (D), this Contract shall be null and void as of the date of notice and earnest
269 money refunded to Buyer upon written direction of the Parties to Escrowee. If written notice as required by this
270 subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.

271 (C) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency Seller
272 has the right to continue to show the Real Estate and offer it for sale subject to the following:

ML Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
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390 **THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL**
 391 **PARTIES AND DELIVERED**

392 The Parties represent that text of this form has not been altered and is identical to the official Multi-Board Residential
 393 Real Estate Contract 3.0.

394 _____ 2005 _____ 2005

395 Date of Offer _____ **DATE OF ACCEPTANCE** _____

396 _____

397 Buyer Signature _____ Seller Signature _____

398 *Martha Loggins* _____ *Clotilda E. Kyle* _____

399 Buyer Signature _____ Seller Signature _____
 400 Village President Martha Loggins _____ Clotilda E. Kyle _____

401 Print Buyer(s) Name(s) _____ Print Seller(s) Name(s) _____
 402 170 West 145th Street _____ 4800 South Chicago Beach Drive, Unit 1216N _____

403 Address _____ Address _____

404 Dixmoor Illinois 60426 _____ Chicago Illinois 60615 _____

405 City State Zip _____ City State Zip _____

406 708.389.6121 _____ _____

407 Phone Number(s) Email _____ Phone Number(s) Email _____

408 _____ **FOR INFORMATION ONLY** _____

409 n/a _____ n/a _____

410 Selling Office _____ MLS # _____ Listing Office _____ MLS # _____

411 _____

412 Selling Agent _____ MLS # _____ Email _____ Listing Agent _____ MLS # _____ Email _____

413 _____

414 Address _____ City _____ ST _____ Zip _____ Address _____ City _____ ST _____ Zip _____

415 _____

416 Phone No. _____ Fax No. _____ Phone No. _____ Fax No. _____

417 Village Attorney P. Joseph Montana _____ Jerome G. Silbert _____

418 Buyer's Attorney _____ Email _____ Seller's Attorney _____ Email _____

419 One South Wacker, Suite 1990, Chicago, Il. 60606 _____ 120 S. Riverside Plaza, Suite 2150, Chicago, Il. 60606 _____

420 Address _____ Address _____

421 312.382.2113 _____ 312.382.2124 _____ 312.207.0181 _____ 312.207.1332 _____

422 Phone No. _____ Fax No. _____ Phone No. _____ Fax No. _____

423 n/a _____ n/a _____

424 Mortgage Company _____ Fax No. _____ Loan Officer _____ Phone No. _____

425 _____

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427 form or any portion thereof is prohibited.

428 Official form available at www.reallaw.org (web site of Illinois Real Estate Lawyers Association).

429 **Approved by the following organizations January, 2003.**

430 Illinois Real Estate Lawyers Association, Chicago Association of REALTORS®, Du Page County Bar Association,

431 Kane County Bar Association, Lake County Bar Association, McHenry County Association of REALTORS®,

432 North Shore - Barrington Association of REALTORS®, Northwest Suburban Bar Association, Oak Park Board of

433 REALTORS®, REALTOR® Association of the Fox Valley, REALTOR® Association of the Northwest Chicagoland,

434 REALTOR® Association of West/South Suburban Chicagoland, West Towns Board of REALTORS®

435 _____

436 _____

437 This offer was presented to Seller by _____ on _____ 20 _____ at _____ : _____ AM/PM

438 _____ (Agent) _____ (date)

439 This offer is rejected _____ 20 _____

440 _____ (Seller initials) _____ (Seller initials) _____ (date)

ML Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
 Address 14518 & 14520 Davis Avenue, Dixmoor, Illinois, 29-07-127-032-0000 and 29-07-127-033-0000

332. In the event that within five (5) business days after receipt of such report(s), written agreement cannot be reached by the Parties with
333 respect to the resolution of well and/or septic/sanitary issues, then either Party may terminate this Contract by written notice to the
334 other Party and **this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the**
335 **Parties to Escrowee.**

336
337 **34. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to
338 _____ (Licensee) acting as a Dual Agent in providing brokerage services
339 on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

340
341 **35. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate and personal property in its
342 "As Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect to the
343 condition of the Real Estate and personal property have been made by Seller or Seller's Agent other than those known defects, if
344 any, disclosed by Seller. Buyer may conduct an inspection at Buyer's expense. In that event, Seller shall make the property available
345 to Buyer's inspector at reasonable times. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage
346 caused by the acts or negligence of Buyer or any person performing any inspection(s). In the event the inspection reveals that the
347 condition of the improvements, fixtures or personal property to be conveyed or transferred is unacceptable to Buyer and Buyer so
348 notifies Seller within five (5) business days after the Date of Acceptance, **this Contract shall be null and void and earnest money**
349 **shall be refunded to Buyer upon the written direction of the Parties to Escrowee.** Failure of Buyer to notify Seller or to conduct
350 said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and this Contract shall remain in
351 full force and effect. Buyer acknowledges the provisions of Paragraph 11 and the warranty provisions of Paragraph 3 do not apply to
352 this Contract.

353
354 **36. VA OR FHA FINANCING:** If Buyer is seeking VA or FHA financing, this provision shall be applicable: Buyer
355 may terminate this Contract if the Purchase Price set forth herein exceeds the appraised value of the Real Estate, as determined by
356 the Veterans Administration (VA) or the Federal Housing Administration (FHA). However, Buyer shall have the option of
357 proceeding with this Contract without regard to the amount of the appraised valuation. If VA, the Funding Fee, or if FHA, the
358 Mortgage Insurance Premium (MIP) shall be paid by Buyer and [check one] shall shall not be added to the mortgage loan
359 amount. Seller agrees to pay additional miscellaneous expenses required by lender not to exceed \$200.00.

360 **Required FHA or VA amendments shall be attached to this Contract.**
361 It is expressly agreed that notwithstanding any other provisions of this Contract, the Buyer shall not be obligated to complete the
362 purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the
363 Buyer has been given, in accordance with HUD/FHA requirements, a written statement by the Federal Housing Commissioner
364 setting forth the appraised value of the property (excluding Closing costs) of not less than \$_____.
365 Buyer shall have the privilege and option of proceeding with the consummation of the Contract without regard to the amount of the
366 appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and
367 Urban Development will insure/guarantee. HUD and the mortgagee do not warrant the value nor the condition of the property.
368 Buyer should satisfy himself/herself that the price and condition of the property are acceptable.

369
370 **37. INTERIM FINANCING:** This Contract is contingent upon Buyer obtaining a written commitment for interim
371 financing on or before _____, 20__ in the amount of \$_____. If Buyer is unable to secure the
372 interim financing commitment and gives written notice to Seller within the time specified, **this Contract shall be null and void and**
373 **earnest money refunded to Buyer upon written direction of the Parties to Escrowee. If written notice is not served within the**
374 **time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.**

375
376 **38. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon the Parties entering
377 into a separate written agreement consistent with the terms and conditions set forth herein, and with such additional terms as either
378 Party may deem necessary providing for one or more of the following: *(check applicable box(es))*

- 379 **ASSUMPTION OF SELLER'S MORTGAGE**
380 **ARTICLES OF AGREEMENT FOR DEED OR PURCHASE MONEY MORTGAGE**
381 **VACANT LAND**
382 **NEW CONSTRUCTION**

383
384 **39. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real Estate by
385 _____, Buyer's specified party,
386 within five (5) calendar days after the Date of Acceptance. In the event Buyer's specified party does not approve of the Real Estate
387 and written notice is given to Seller within the time specified, **this Contract shall be null and void and earnest money refunded**
388 **to Buyer upon written direction of the Parties to Escrowee. If written notice is not served within the time specified, this**
389 **provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.**

MZ Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address 14518 & 14520 Davis Avenue, Dixmoor, Illinois, 29-07-127-032-0000 and 29-07-127-033-0000

273 (1) If Seller accepts another bona fide offer to purchase the Real Estate during such period, Seller shall notify Buyer in writing
274 of same. Buyer shall then have _____ hours after Seller gives such notice to waive the contingencies set forth in
275 Paragraph 29 (B), subject to Paragraph 29 (D).
276 (2) If Buyer complies with the provisions of Paragraph 29 (D) then this Contract shall remain in full force and effect.
277 (3) If the contingencies set forth in Paragraph 29 (B) are NOT waived in writing within said time period by Buyer, this
278 Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to
279 Escrowee.
280 (D) WAIVER OF PARAGRAPH 29 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in Paragraph
281 29 (B) when Buyer has delivered written waiver and deposited with the Escrowee the additional sum of \$ _____
282 earnest money within the time specified. If Buyer fails to deposit the additional earnest money within the time specified the
283 waiver shall be deemed ineffective and this Contract shall be null and void and earnest money refunded to Buyer upon
284 written direction of the Parties to Escrowee.
285 (E) NOTICE (FOR THIS CONTINGENCY ONLY): Except as otherwise provided above, notice required under this Paragraph
286 29 shall be in writing and shall be served on the Party. Courtesy copies of notice should be sent to the respective attorneys and real
287 estate agents, if known. Failure to provide such courtesy copies shall not render notice invalid. Notice to any one of a multiple
288 person Party shall be sufficient notice to all. Notice shall be given to the Party in the following manner:
289 (1) By personal delivery of such notice effective at the time and date of personal delivery; or
290 (2) By mailing of such notice to the addresses recited herein by regular mail and by certified mail. Notice served by regular
291 mail and certified mail shall be effective of 10:00 A.M. on the morning of the second day following deposit of notice in the
292 U.S. Mail; or
293 (3) By facsimile to a Party (service shall be effective at the time and date the sending Party receives a receipted copy of the
294 notice from the receiving Party).
295
296 30. CANCELLATION OF PRIOR REAL ESTATE CONTRACT: In the event either Party has entered into a prior
297 real estate contract this Contract shall be subject to written cancellation of the prior contract on or before _____
298 _____. In the event the prior contract is not cancelled within the time specified, this Contract shall be null and void and earnest
299 money refunded to Buyer upon written direction of the Parties to Escrowee. Notice to the purchaser under the prior contract
300 should not be served until after Attorney Review and Professional Inspections provisions of this Contract have expired, been
301 satisfied or waived.
302
303 31. INTEREST BEARING ACCOUNT: Earnest money (with a completed W-9 and other required forms), shall be
304 held in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest earned on the
305 earnest money shall accrue to the benefit of and be paid to Buyer. The Buyer shall be responsible for any administrative fee (not
306 to exceed \$75) charged for setting up the account. In anticipation of Closing, the Parties direct Escrowee to close the account no
307 sooner than ten (10) business days prior to the anticipated Closing date.
308
309 32. POST-CLOSING POSSESSION: In the event possession is not to be delivered at Closing, the Parties shall enter
310 into a post Closing possession agreement that shall provide, among other things, that possession will be delivered no later than 11:59
311 P.M. on _____, 20____, provided sale has been closed. Seller agrees to pay at Closing the sum of \$ _____ per day
312 to Buyer for use and occupancy from and including the day after Closing to and including the possession date specified above,
313 regardless of whether possession is delivered prior to the possession date. In the event possession is not delivered at Closing, Seller
314 shall deposit in escrow at Closing with Title Company, Listing Company or other escrowee as agreed to by the Parties and escrowee
315 by separate check, the sum of one percent (1%) of the Purchase Price to guarantee that possession of the Real Estate shall be
316 delivered to Buyer on or before the date and time specified in this Contract. If possession is so delivered, the escrow fund shall be
317 paid to Seller. If possession is not so delivered, the designated escrowee shall pay to Buyer from the escrow funds the sum of one fifth (1/5th)
318 of the deposit for each day possession is withheld from Buyer after such specified date and time, and shall pay the balance of the
319 escrow fund, if any, to Seller. In the event that possession is not delivered to Buyer within five (5) calendar days after the date
320 specified herein, Seller shall continue to be liable to Buyer for a sum of money equal to one fifth (1/5th) of the possession escrow sum specified
321 herein for each day possession is so withheld from Buyer, without prejudice to any other rights or remedies available to Buyer. If
322 within ten (10) business days after Date of Acceptance written agreement on a post Closing possession agreement cannot be reached
323 by the Parties, this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties
324 to Escrowee. If written notice is not served within the time specified, this provision shall be deemed waived by the Parties
325 and this Contract shall remain in full force and effect.
326
327 33. WELL AND/OR SEPTIC/SANITARY INSPECTIONS: Seller shall obtain, at Seller's expense, a well water
328 test (including nitrates test) and/or a septic/sanitary report from the applicable governmental authority or qualified inspection
329 service, each dated not more than ninety (90) days prior to Closing, stating that the well and the water supplied therefrom and the
330 septic/sanitary system are in compliance with applicable health regulations. Seller shall deliver a copy of the report to Buyer not less
331 than fourteen (14) days prior to Closing. If either system is found not to be in compliance with applicable health regulations, and in

ML Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address 14518 & 14520 Davis Avenue, Dixmoor, Illinois, 29-07-127-032-0000 and 29-07-127-033-0000

ORDINANCE NUMBER 05-K0-10

AN ORDINANCE AUTHORIZING THE CREATION OF A LINE ITEM ACCOUNT IN THE GENERAL FUND FOR THE DEPOSIT OF CERTAIN FUNDS TO BE USED FOR THE UPKEEP, MAINTENANCE AND POTENTIAL EXPANSION OF PARK FACILITIES WITHIN THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Dixmoor, Cook County, Illinois (hereinafter the "*Village*"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and,

WHEREAS, the Dixmoor Park District (the "*Park District*") was dissolved by the Circuit Court of Cook County (the "*Court*") in case number 97 CH 6609 and as part of the overall plan of liquidation a receiver was appointed by the Court to oversee the transfer of its real estate and distribution of its assets (the "*Receiver*"); and,

WHEREAS, title to two parcels of property identified by permanent index numbers (PINs) 29-07-128-044-0000 and 29-07-205-046-0000 were conveyed to the Village by the Court (hereinafter the "*Subject Properties*"); and,

WHEREAS, in addition to the Subject Properties, the Village received \$100,000.00 in cash from the former Park District by the Court on the condition that the funds be placed in a restricted account within which the Village could request certain reimbursements from the Receiver for the upkeep and maintenance of the park and for the repair and replacement of existing playground equipment (the "*Receivership Account*"); and,

WHEREAS, the Court is contemplating the termination of the Receivership Account held by the Village; and,

WHEREAS, the Village is hereby requesting reimbursement of past expenses incurred for the upkeep and maintenance of the park; and,

WHEREAS, in addition to such reimbursement request, the Village President and Board of Trustees of the Village of Dixmoor (the "*Corporate Authorities*") are hereby petitioning the Court and the other interested taxing district to allow the Village to retain the remainder of the funds within the Receivership Account, which were in part derived from real estate taxes collected from property owners located in the Village; and,

WHEREAS, if the Village is allowed to retain the remainder of the funds, the Corporate Authorities agree to establish a restricted line item account in the general fund (the "*Special Fund*") to be used for the upkeep and maintenance of the park facility, the repair and replacement of existing playground equipment and the acquisition of new playground equipment, if the creation of a second park facility is authorized by the Corporate Authorities; and,

WHEREAS, if the Village is allowed to retain the remainder of the funds, the Corporate Authorities further agree only to disburse \$4000.00 at the beginning of each fiscal year from the Special Account for the upkeep and maintenance of the playground and to authorize the payment of invoices from the Special Account for the repair and replacement of existing playground equipment and acquisition of new playground equipment for a second park facility.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois, as follows:

Section 1. That the above recitals are incorporated herein and made a part hereof.

Section 2. That the Village Attorney, or such designated Special Counsel, and the Village Treasurer are hereby authorized to submit such necessary documentation as required by the Receiver and the Court to obtain reimbursements of past expenses undertaken for the upkeep and maintenance of the park facility.

Section 3. That the Village Treasurer is hereby authorized to create the Special Fund, if the Court permits the Village to retain the remainder of funds in the Receivership Account, to be used for the upkeep and maintenance of the park, the repair and replacement of existing playground equipment and the acquisition of new playground equipment, if the development of a second park facility is undertaken.

Section 4. That the Village Treasurer is hereby authorized to transfer \$4000.00 per fiscal year from the Special Fund for the upkeep and maintenance of the park facility and is further authorized to submit such necessary invoices for the repair and replacement of existing playground equipment on an as needed basis.

Section 5. That the Village President and Village Attorney, or such designated Special Counsel, is hereby authorized to undertake all such necessary actions required by the Court to secure the remainder of funds in the Receivership Account.

Section 6. That all ordinances, resolutions, motions or orders, or any parts thereof, in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. That this Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED by the Village President and Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois, this 11th day of May 2005.

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Present</u>
Trustee Brad Carpenter	X			X
Trustee Joshua Harrell	X			X
Trustee Henry Murphy	X			X
Trustee Jerry Smith	X			X
Trustee Robert Warren	X			X
Trustee Yolanda Williams-Corner	X			X
Mayor Keevan A. Grimmett				X
Total	6			6

APPROVED

Keevan A. Grimmett
Village President

ATTEST:

Janette Sanders
Village Clerk

THE VILLAGE OF DIXMOOR
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 05-10-11

**AN ORDINANCE OF THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS
VACATING APROXIMATELY 16,238 SQUARE FEET OF COOPER STREET
AT 141ST ST**

Keevan A. Grimmett, Village President
Juanita Darden, Village Clerk

Jerry Smith
Robert Warren
Henry Murphy
Yolanda Williams-Corner
Brad Carpenter
Joshua Harrell
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Dixmoor on

Oct. 26, 2005

ORDINANCE #

**AN ORDINANCE OF THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS
VACATING APROXIMATELY 16,238 SQUARE FEET OF COOPER STREET
AT 141ST ST**

WHEREAS, the Village President and Board of trustees of the Village of Dixmoor , Cook County, Illinois, upon request of the adjacent property owner, have heretofore determined to vacate the following described property:

THAT PART OF COOPER STREET (ALSO KNOWN AS ROBEY STREET) BEING 33.00 FEET IN WIDTH LYING EAST OF THE EAST LINE OF A PORTION OF BLOCK 5 AND EAST OF THE EAST LINE OF BLOCK 8 AND THE SOUTHERLY EXTENSION THEREOF IN REXFORD AND BELLAMY'S NORTH HARVEY SUBDIVISION, NORTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH HALF OF VACATED 141ST STREET, SAID 141ST STREET HAVING BEEN PREVIOUSLY VACATED BY DOCUMENT NUMBER 4139395, AND LYING SOUTH OF THE SOUTH LINE OF THAT PART OF COOPER STREET HAVING BEEN PREVIOUSLY VACATED BY DOCUMENT NUMBER 9328465, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (NORTH OF THE INDIAN BOUNDARY LINE), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF SAID SOUTH LINE OF THE NORTH HALF OF VACATED 141ST STREET AND SAID SOUTHERLY EXTENSION OF THE EAST LINE OF BLOCK 8 AND RUNNING;
THENCE NORTH 00 DEGREES 00 MINUTES 13 SECONDS WEST (THE BASIS OF BEARINGS BEING ASSUMED) ALONG SAID EAST LINE OF BLOCK 8 AND ALONG A PROTION OF THE EAST LINE OF BLOCK 5, BEING HERE ALSO THE WEST LINE OF COOPER STREET, A DISTANCE OF 429.04 FEET, TO THE SOUTH LINE OF THAT PART OF COOPER STREET, VACATED BY DOCUMENT NUMBER 9328465 AFORESAID:
THENCE SOUTH 00 DEGREES 00 MINUTES 13 SECONDS EAST ALONG SAID EAST LINE OF COOPER STREET, A DISTANCE OF 4292.10 FEET, TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH HALF OF VACATED 141ST STREET AFORESAID;
THENCE NORTH 89 DEGREES 45 MINUTES 41 SECONDS WEST ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH HALF OF VACATED 141ST STREET, A DISTANCE OF 33.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 16,238 SQUARE FEET OF LAND, MORE OR LESS

WHEREAS, the President and Board of Trustees of the Village of Dixmoor, Cook County, Illinois, after due investigation and consideration, have determined that the nature and extent of the public use and the public interest to be subserved are such to warrant the vacation of said streets herein above described and as shown on the plat of vacation attached hereto.

NOW, THEREFORE, be it ordained by the Village President and Board of Trustees of the Village of Dixmoor, Cook County, Illinois, that:

THAT PART OF COOPER STREET (ALSO KNOWN AS ROBEEY STREET) BEING 33.00 FEET IN WIDTH LYING EAST OF THE EAST LINE OF A PORTION OF BLOCK 5 AND EAST OF THE EAST LINE OF BLOCK 8 AND THE SOUTHERLY EXTENSION THEREOF IN REXFORD AND BELLAMY'S NORTH HARVEY SUBDIVISION, NORTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH HALF OF VACATED 141ST STREET, SAID 141ST STREET HAVING BEEN PREVIOUSLY VACATED BY DOCUMENT NUMBER 4139395, AND LYING SOUTH OF THE SOUTH LINE OF THAT PART OF COOPER STREET HAVING BEEN PREVIOUSLY VACATED BY DOCUMENT NUMBER 9328465, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDAN (NORTH OF THE INDIAN BOUNDARY LINE), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF SAID SOUTH LINE OF THE NORTH HALF OF VACATED 141ST STREET AND SAID SOUTHERLY EXTENSION OF THE EAST LINE OF BLOCK 8 AND RUNNING; THENCE NORTH 00 DEGREES 00 MINUTES 13 SECONDS WEST (THE BASIS OF BEARINGS BEING ASSUMED) ALONG SAID EAST LINE OF BLOCK 8 AND ALONG A PORTION OF THE EAST LINE OF BLOCK 5, BEING HERE ALSO THE WEST LINE OF COOPER STREET, A DISTANCE OF 429.04 FEET, TO THE SOUTH LINE OF THAT PART OF COOPER STREET, VACATED BY DOCUMENT NUMBER 9328465 AFORESAID; THENCE SOUTH 00 DEGREES 00 MINUTES 13 SECONDS EAST ALONG SAID EAST LINE OF COOPER STREET, A DISTANCE OF 4292.10 FEET, TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH HALF OF VACATED 141ST STREET AFORESAID; THENCE NORTH 89 DEGREES 45 MINUTES 41 SECONDS WEST ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH HALF OF VACATED 141ST STREET, A DISTANCE OF 33.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 16,238 SQUARE FEET OF LAND, MORE OR LESS

All as indicated by the words "Hereby Vacated" on the plat hereto attached, which plat, for greater certainty is hereby made a part of this Ordinance, be an the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION I: That a certified copy of this ordinance shall be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois.

SECTION II: All ordinances or parts of ordinances, in conflict herewith be and the same hereby repealed.

SECTION III: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this 26th day of OCTOBER, 2005

AYES: 5

NAYS: /

ABSENT: /

APPROVED:

Village President

Attest:

Village Clerk