

**ORDINANCE NO. 11-2018**

**AN ORDINANCE OF THE VILLAGE OF EVERGREEN PARK  
APPROVING A REAL ESTATE SALE CONTRACT FOR THE SALE  
OF THE PROPERTY LOCATED AT 2917 WEST 101<sup>ST</sup> PLACE,  
EVERGREEN PARK, ILLINOIS**

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Evergreen Park, Cook County, Illinois, as follows:

**Section 1**

That the Real Estate Sale Contract between the Village of Evergreen Park and Conor J. Flaherty for the purchase of the property located at 2917 West 101<sup>st</sup> Place, in substantially the form attached hereto, is hereby approved for and on behalf of the Village. The Mayor is hereby authorized to execute the same for and on behalf of the Village.

**Section 2**

All statutes of the State of Illinois or any parts thereof which are in conflict with the provisions of this ordinance are hereby superseded by this ordinance enacted under the home rule power of the Village of Evergreen Park.

**Section 3**

This ordinance shall be immediately in full force and effect after passage and approval.

This ordinance was passed and deposited in the office of the Village Clerk of the Village of Evergreen Park this 16<sup>th</sup> day of April, 2018.



*Catherine T. Aparo*  
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CATHERINE T. APARO, Village Clerk

APPROVED by me this 16<sup>th</sup>  
day of April, 2018.

*James J. Sexton*  
\_\_\_\_\_  
JAMES J. SEXTON, Mayor

**REAL ESTATE SALE CONTRACT**

**Seller:** Village of Evergreen Park  
**Address:** 9418 South Kedzie Avenue, Evergreen Park, IL 60805

**Purchaser:** Conor J. Flaherty  
**Address:** 14508 South 66<sup>th</sup> Court, Oak Forest, IL 60452

**Purchase Price:** \$21,000

**Closing Date:** May 1, 2018

**Property Address:** 2917 West 101<sup>st</sup> Place, Evergreen Park, IL 60805

**Property:** Lot 2 in Resubdivision of Lots 456, 457 and 458 in Frank Delugach's Beverly Hillcrest, being a Subdivision in the East 1/2 of the Southwest 1/4 of Section 12, Township 37 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded May 27, 1927 as document number 9667375, in Cook County, Illinois.

**P.I.N.** 24-12-311-069-0000

**Contract Date:** April 3, 2018

This Contract entered into by and between Seller and Purchaser as follows:

- 1. AGREEMENT TO PURCHASE.** Purchaser agrees to purchase and Seller agrees to sell the Property for the Purchase Price on the terms set forth herein.
- 2. CONVEYANCE.** Seller shall convey title to Purchaser by a recordable warranty deed, with release of homestead rights, subject only to: (a) covenants, easements, conditions and restrictions of record; (b) private, public and utility easements and roads and highways; and (c) general real estate taxes not yet payable.
- 3. CLOSING DATE.** The Closing shall occur on the Closing Date, or as otherwise mutually agreed at the office of the title insurance company, mortgage lender, or Attorney Vincent Cainkar, 6215 West 79th Street, Suite 2A, Burbank, Illinois 60459-1102. If Purchaser wants to close in escrow, then Purchaser shall pay 100% of any escrow closing fee.
- 4. CONDITION OF PROPERTY.** Seller agrees to deliver possession of the Property in the same condition as it is at the date of this Contract, ordinary wear and tear excepted.

5. **CLOSING DOCUMENTS.** At Closing, Seller shall provide the following executed documents: (a) warranty deed; (b) transfer declarations required for State, County and local transfer stamps; (c) ALTA statement; (d) bill of sale; and (e) such other customary documents that may be requested by the title company to close the transaction.

6. **REAL ESTATE TAXES.** No tax prorations shall be made at Closing. Seller shall be responsible for all of the tax year 2017 real estate taxes and for all 2018 real estate taxes accruing up to the Closing Date. Purchaser shall be responsible for paying real estate taxes arising from and after the Closing Date.

7. **POSSESSION.** Seller shall deliver possession to Purchaser on the Closing Date.

8. **EVIDENCE OF TITLE.** Seller shall order and pay for its portion of the title insurance policy. Not less than 10 days prior to the time of Closing, a title commitment for an owner's title insurance policy in the amount of the Purchase Price naming Purchaser as the owner in fee of the property, shall be issued by Old Republic National Title Insurance Company covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the title exceptions set forth in paragraph 2 above, and (b) 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 Seller shall 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 permitted exceptions.

9. **SURVEY.** Purchaser is responsible for obtaining a plat of survey for the Property.

10. **UNPERMITTED TITLE OR SURVEY EXCEPTIONS.** If the title commitment or survey disclose unpermitted exceptions or survey matters that render the title unacceptable to Purchaser for its intended use of the property, Seller shall have 10 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of Closing shall be 10 days after delivery of the commitment. If Seller fails to have the exceptions removed or correct any such defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this Contract or may elect, upon notice to Seller within 5 days after the expiration of the 10-day period, to take title as it then is with the 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 action of the parties.

11. **TRANSFER TAXES.** No transfer taxes are due as this sale is exempt therefrom.

12. **CASUALTY.** The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

13. **DEFAULT.** If this Contract is terminated without Purchaser's fault, the earnest money shall be returned to Purchaser, but if the termination is caused by Purchaser's fault, then at the option of Seller and upon notice to Purchaser, the earnest money shall be forfeited to Seller to be retained by Seller as liquidated damages. In the event of default, the earnest money escrowee shall be given notice by the nondefaulting party requesting payment of the earnest money by reason of default. If either Seller or Purchaser by written notice objects to the disposition within 10 days after receiving a copy of the notice provided to the escrowee, then the parties agree that the escrowee shall retain possession thereof until mutual agreement or order of court. The escrowee may deposit the funds with the Clerk of the Circuit Court by filing an interpleader action, the cost of which, including reasonable attorneys fees, shall be reimbursed to the escrowee out of the earnest money. If no objection is served within the 10 days, then the escrowee shall pay the earnest money as requested.

If Seller fails to perform in accordance with the terms of this Agreement or if any of Seller's representations, covenants or warranties contained in this Agreement shall not be true, complete and correct, at Purchaser's option and as Purchaser's sole and exclusive remedy, either: (a) the Earnest Money shall be returned to Purchaser and Purchaser shall be entitled to receive as liquidated damages from Seller an amount equal to Purchaser's actual out-of-pocket expenses, in an amount not to exceed the sum of \$10,000, it being agreed between the parties hereto that the actual damages to Purchaser in such event are impractical to ascertain and such amount is a reasonable estimate thereof and shall be and constitute valid liquidated damages (at which time this Agreement shall be null and void and neither party shall have any rights or obligations under this Agreement except for those rights and obligations which by their terms expressly survive any such termination); (b) Purchaser may elect to proceed to Closing, without affecting its rights and remedies; or (c) Purchaser may sue for specific performance of Seller's obligations to execute and deliver to Purchaser the documents required to close on the transaction contemplated hereunder.

14. **DELAY.** Time is of the essence of this Contract.

15. **NOTICE.** All notices herein required shall be in writing and shall be served by first class mail on each party.

16. **RESPA.** 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. 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.

17. **IRS SECTION 1445 COMPLIANCE.** 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. Upon request, Purchaser shall also comply at Closing with any filing requirements.

18. **WARRANTIES.** Seller hereby excludes any and all warranties, express or implied (including, without limitation, any implied warranty of merchantability, habitability, or

fitness for a particular purpose), with respect to the Property, as the Property is being purchased as is.

19. **ENTIRE CONTRACT.** This Contract constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior understandings and agreements. No representations, warranties, undertakings or promises, whether oral, implied or otherwise, made by either Seller or Purchaser to the other, shall be of any force or effect unless expressly stated herein or unless mutually agreed to in writing signed by both Seller and Purchaser. All amendments and supplements hereto, if any, shall be in writing executed by both Seller and Purchaser.

20. **ASSIGNMENT.** Purchaser does not have the right to assign this Contract without the prior written consent of Seller provided that Purchaser can assign this Contract to any legal entity controlled by Purchaser including a land trust or limited liability company.

21. **STRICT COMPLIANCE.** Any failure by either party to insist upon strict performance by the other party of any of the provisions of this Contract shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches that may occur, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by the other of any and all of the provisions of this Contract.

22. **GOVERNING LAW.** The provisions of this Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

23. **REPRESENTATIONS.** Purchaser acknowledges that it has not relied upon any oral or written representations concerning any matter relating to the Property or concerning any other matter connected with or related to the provisions of this Contract, except as otherwise specifically provided herein. Notwithstanding the preceding, Seller represents and warrants that the construction of a single-family residential home is a permitted use of the Property, the Property is a conforming lot within the "A" Single Family Residential District, and there are no Village Code violations currently affecting the Property.

24. **REAL ESTATE BROKERS.** Purchaser and Seller represent that no real estate broker has been engaged by either of them. No real estate commission is due to any party.

25. **APPROVALS.** This Contract is subject to the approval of Purchaser by the passage of an ordinance, which approval or denial shall be obtained by Seller within 30 days.

**SELLER**

**PURCHASER**

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James J. Sexton, Mayor

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Conor J. Flaherty