

ORDINANCE NO. 13-2014

**AN ORDINANCE OF THE VILLAGE OF EVERGREEN PARK
APPROVING A REAL ESTATE SALE CONTRACT WITH
STANLEY RYGULA FOR THE PROPERTY AT 9808 SOUTH
CALIFORNIA AVENUE, 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 Stanley Rygula for the property located at 9808 South California Avenue, 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of the State of Illinois or any parts thereof which are in conflict with the provisions of this ordinance are hereby superseded by this ordinance enacted under the home rule power of the Village of Evergreen Park.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 21st day of July, 2014.



Catherine T. Aparo
CATHERINE T. APARO, Village Clerk

APPROVED by me this 21st
day of July, 2014.

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: Stanley Rygula
Address: 14447 S. Linder Avenue, Midlothian, IL 60455
708-557-9245
Superstan1@ymail.com

Purchase Price: \$28,000

Earnest Money: \$2,800

Closing Date: August 4, 2014

Property Address: 9808 S. California Avenue, Evergreen Park, IL 60805

Property: LOTS 4 AND 5 IN FRANK DELUGACH BEVERLY RIDGE, BEING A SUBDIVISION OF LOTS 26 AND 27 IN KING'S ESTATE SUBDIVISION IN EVERGREEN PARK, BEING IN THE NORTHWEST QUARTER (1/4) OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. 24-12-123-040-0000 and 24-12-123-041-0000

Contract Date: July 21, 2014

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

1. **AGREEMENT TO PURCHASE.** The Purchaser agrees to purchase and the Seller agrees to sell the Property for the Purchase Price on the terms set forth herein

2. **CONVEYANCE.** The Seller shall convey title to the 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.

3. **EARNEST MONEY.** To be held by Louis F. Cainkar, Ltd. in their attorney escrow account for the mutual benefit of the parties.

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4. **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.

5. **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.

6. **CLOSING DOCUMENTS.** At closing, Seller shall provide the following executed documents: (a) warranty deed, (b) affidavit of title covering the date of closing, (c) transfer declarations required for State, County and local transfer stamps, and (d) ALTA statement.

7. **REAL ESTATE TAXES.** Seller shall be responsible for all real estate taxes levied for any period prior to the Closing Date. No tax proration shall be made at closing. The Seller has applied for an exemption for real estate taxes for the 2012 and 2013 tax years and shall be responsible for payment of all 2012 and 2013 real estate taxes in the event that they are not exempted. The Buyer shall be responsible for all real estate taxes arising for any period subsequent to the Closing Date.

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

9. **EVIDENCE OF TITLE.** 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 the Purchaser as the owner in fee of the property, shall be issued by Stewart Title Guaranty 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 the 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.

10. **SURVEY.** Purchaser shall be responsible for obtaining a survey of the Property at its expense.

11. **UNPERMITTED TITLE OR SURVEY EXCEPTIONS.** If the title commitment or survey disclose unpermitted exceptions or survey matters that render the title unacceptable to the Purchaser for its intended use of the property, the 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 or the time expressly specified in paragraph 4, whichever is later. If the 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

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to such exceptions or survey defects within the specified time, the Purchaser may terminate this Contract or may elect, upon notice to the 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 the Purchaser does not so elect, this Contract shall become null and void without further action of the parties.

12. **TRANSFER TAXES.** No transfer taxes are due as this purchase is exempt therefrom.

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

14. **DEFAULT.** If this Contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then at the option of the Seller and upon notice to the Purchaser, the earnest money shall be forfeited to the Seller to be retained by the 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 the 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.

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

16. **NOTICE.** All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by certified mail, return receipt requested, shall be sufficient service. In the alternative, notice may be provided by facsimile transmission to the attorney for any party.

17. **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.

18. **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.

19. **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.

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20. **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.

21. **ASSIGNMENT.** Purchaser does not have the right to assign this Contract without the prior written consent of the Seller provided that Purchaser can assign this Contract to any legal entity controlled by the Purchaser or controlled by James Dremonas.

22. **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.

23. **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.

24. **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.

25. **APPROVALS.** This Contract is subject to the approval of the Purchaser by the passage of an ordinance.

26. **REAL ESTATE BROKERS.** Both Purchaser and Seller state that no real estate brokers have been employed by either of them in connection with the sale of the Property and that no real estate brokerage commission is due to any person.

27. **INSPECTION OF PROPERTY.** Seller grants to Purchaser, and those persons designated by Purchaser, the right to enter upon the Property in order to inspect the Property and to make soil borings and engineering and environmental tests and studies to determine the feasibility of Purchaser's proposed development of the Property. Purchaser shall use all reasonable efforts to minimize any damage to the Property and, in the event any portion of the Property is disturbed or altered by virtue of Purchaser's investigations, Purchaser shall promptly, at its sole cost and expense, restore the Property to substantially the same condition that existed prior to such disturbance or alteration. Purchaser shall indemnify, defend and hold Seller harmless from and against any and all loss, cost, liability or expense, including without limitation attorney fees and court costs, arising out of or resulting from the entry onto the Property by Purchaser or Purchaser's designees; this provision shall survive termination of this Agreement. In the event that any inspection or test shows conditions which are not acceptable to the

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Purchaser, in its sole and unilateral discretion, then Purchaser shall have the right to terminate this Contract by giving written notice to the Seller within twenty (20) days of the date hereof.

SELLER

PURCHASER

James J. Sexton, Mayor

Stanley Rygula