

ORDINANCE NO. 23-2015

**AN ORDINANCE OF THE VILLAGE OF EVERGREEN PARK
APPROVING A REAL ESTATE CONTRACT FOR THE SALE OF
THE PROPERTY LOCATED AT 10258 SOUTH TURNER
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 Contract between the Village of Evergreen Park and Silvana E. Irazabal and Carlos H. Irazabal for the sale of the property located at 10258 South Turner 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, with such changes as approved by the Village Attorney.

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of the State of Illinois or any parts thereof which are in conflict with the provisions of this ordinance are hereby superseded by this ordinance enacted under the home rule power of the Village of Evergreen Park.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 September, 2015.



CATHERINE T. APARO, Village Clerk

APPROVED by me this 21st
day of September, 2015.



JAMES J. SEXTON, Mayor

REAL ESTATE SALE CONTRACT

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

Purchaser: Silvana E. Irazabal and Carlos H. Irazabal
Address: 10254 South Turner Avenue, Evergreen Park, IL 60805

Purchase Price: \$5,000

Closing Date: October 9, 2015, or otherwise mutually agreeable

Property Address: 10258 South Turner Avenue, Evergreen Park, IL 60805

Property: Lot 23 (except the North 10 feet) and the North 8 feet of Lot 24 in Block 4 in Hanford's Addition to Washington Heights, a subdivision of the South ½ of the South ½ of the Southeast ¼ of Section 11, Township 37 North, Range 13, East of the Third Principal Meridian, in the Village of Evergreen Park, Cook County, Illinois.

P.I.N. 24-11-413-051-0000

Contract Date: September 21, 2015

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 in tenancy by the entirety 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. **EARNEST MONEY.** None.
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.** No tax prorrations shall be made at Closing as the Property is tax-exempt. The Purchaser shall be responsible for all real estate taxes arising for any period subsequent to the Closing Date. The provisions of this paragraph shall survive the Closing.

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 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 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. The cost of the title insurance shall be paid for by the Purchaser.

10. **SURVEY.** No survey is available. It shall be the responsibility of the Purchaser to obtain a survey if so desired.

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 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 sale 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.** In the event of default, both parties shall have all remedies available to them.

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. Notice to the Seller shall be made to: Vincent Cainkar, Attorney, 6215 West 79th Street, Suite 2A, Burbank, IL 60459, vcainkar@aol.com. Notice to the Purchaser shall be made to: Silvana E. Irazabal and Carlose H. Irazabal, 10254 South Turner Avenue, Evergreen Park, IL 60805.

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. The Purchaser understands that the Property is not of sufficient size to be a separate buildable zoning lot and must be developed in conjunction with the adjoining property to the north owned by the Purchaser.

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.

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.

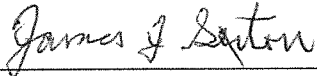
23. **GOVERNING LAW.** The provisions of this Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

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. **REAL ESTATE BROKERS.** Both Purchaser and Seller state that no real estate broker has been employed by either of them in connection with the sale of the Property.

SELLER

PURCHASER



James J. Sexton, Mayor

Silvana E. Irazabal

Carlos H. Irazabal