
**THE VILLAGE OF WILLOW SPRINGS
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 2018-O-06**

**AN ORDINANCE AUTHORIZING THE VILLAGE OF WILLOW SPRINGS,
COOK COUNTY, ILLINOIS TO SELL CERTAIN REAL ESTATE COMMONLY
KNOWN AS 8104 ARCHER AVENUE**

JOHN M. CARPINO, President

MARY JANE MANNELLA, Clerk

**THOMAS E. BIRKS
TERRANCE CARR
MARIO IMBARRATO
MICHAEL C. KENNEDY
MELISSA N. NEDDERMEYER
KATHRYN STANPHILL**

TRUSTEES

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

Tressler LLP – Village Attorneys – 2600 East 107th Street, Bolingbrook, Illinois 60440

**VILLAGE OF WILLOW SPRINGS
ORDINANCE 2018-O-06**

**ORDINANCE AUTHORIZING THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY,
ILLINOIS TO SELL CERTAIN REAL ESTATE COMMONLY KNOWN AS 8104 ARCHER AVE**

**BE IT ORDAINED BY THE VILLAGE BOARD OF THE VILLAGE OF WILLOW SPRINGS,
ILLINOIS:**

SECTION 1: The Village of Willow Springs is the owner of certain property commonly referred to as 8104 Archer Avenue, and more thoroughly described on Exhibit A attached hereto and incorporated herein by this reference, and referred to hereinafter as the "Property". The Trustees of the Village do hereby find that the Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village of Willow Springs.

SECTION 2: The Property has been appraised by The Gorman Group, Ltd. with a value of \$75,000 in a report dated September 29, 2017. The Property will be listed with RE/MAX Market as a broker, the terms of the agreement with the broker are more thoroughly described on Exhibit B attached hereto and incorporated herein by this reference. RE/MAX Market has procured an offer for the Property at 8104 Archer Ave, which is attached here as Exhibit C which is more than 80% of the appraised value of the Property. The Village shall sell the Property pursuant to the terms of the listing agreement and the contract on Exhibits B and C. The Village Attorney and Village Administrator are hereby given the power and authority to execute any and all documents necessary to consummate the contract attached here as Exhibit C. The Village Administrator shall execute the deed transferring the Property.

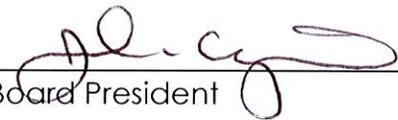
SECTION 3: That if any part or parts of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of the remaining parts of this Ordinance. The Village Board declares hereby that they would have passed the remaining parts of this Ordinance, if they had known that such part or parts thereof would be declared unconstitutional.

SECTION 4: The Village Clerk of the Village of Willow Springs is directed hereby to publish this Ordinance in pamphlet form and this Ordinance shall also be published at the first opportunity following its passage in a newspaper pursuant to 65 ILCS 5/11-76-4.1.

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form.

Ordinance 2018-O-06, approved and adopted by the President and Board of Trustees of the Village of Willow Springs, Cook County, Illinois this **25th** day of **January 2018**, pursuant to a roll call vote, as follows:

	PRESENT	ABSENT	YES	NO	ABSTAIN
Trustee Birks	✓		✓		
Trustee Carr	✓		✓		
Trustee Imbarrato	✓		✓		
Trustee Kennedy	✓		✓		
Trustee Neddermeyer	✓		✓		
Trustee Stanphill		✓			
President Carpino	✓				
TOTAL	6	1	5	0	0


Board President

ATTEST:

Village Clerk



Published in pamphlet form by order of the Village Board this 25th day of January, 2018.


Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, Mary Jane Mannella, DO HEREBY CERTIFY that I am the duly qualified and appointed Village Clerk of the Village of Willow Springs, Cook County, Illinois, and that as such Village Clerk I do have charge of and custody of the books and records of the Village of Willow Springs, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of **ORDINANCE NO. 2018-O- 06, "ORDINANCE AUTHORIZING THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS TO SELL CERTAIN REAL ESTATE COMMONLY KNOWN AS 8104 ARCHER AVE**

", adopted and approved by the President and Board of Trustees of the Village of Willow Springs, Illinois, on **JANUARY 25, 2018**.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Willow Springs, Cook County, Illinois on **JANUARY 25, 2018**




Mary Jane Mannella, Village Clerk
Village of Willow Springs, Cook County, Illinois

EXHIBIT A

PROPERTY DETAILS

Legal Description: LOT 1 IN BLOCK 3 IN DINEFF'S FOREST VIEW, BEING A SUBDIVISION OF ALL THAT PART OF THE WEST ½ OF SECTION 27, LYING SOUTHWESTERLY OF THE CHICAGO AND ALTON RAILROAD AND WESTERLY OF LAGRANGE ROAD, TOGETHER WITH ALL THAT PART OF THE NORTHWEST ¼ OF SECTION 34, AND ALL THAT PART OF THE NORTHEAST ¼ OF SECTION 33, ALL IN TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THOSE PORTIONS THEREOF TAKEN FOR HIGHWAY PURPOSES) AS DESCRIBED IN TRUST AGREEMENT DATED FEBRUARY 27, 1946, AND KNOWN AS TRUST NO. 1 AND RECORDED IN THE TORRENS OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT NUMBER 1089545, IN VOLUME 885 B, PAGE 216, IN COOK COUNTY, ILLINOIS ON MARCH 19, 1946.

PIN: 18-34-106-009-0000

Commonly Known As: 8104 Archer Avenue, Willow Springs, Illinois 60480

Size of Parcel: 20,000 square feet per the County Assessor

Zoning: the property is zoned for use as community shopping

EXHIBIT B

SEE ATTACHED LISTING CONTRACT



**MAINSTREET ORGANIZATION OF REALTORS®
COMMERCIAL PROPERTY EXCLUSIVE RIGHT TO SELL/LEASE AGREEMENT**



1 **Re/Max Market**
2 BROKERAGE (Print Listing Office Name)
3 **Lucy Mierop**
4 MANAGING BROKER NAME (Print)
5 **Lucy Mierop**
6 DESIGNATED AGENT NAME (Print)

Village Of Willow Springs/Brent Woods
SELLER/LANDLORD NAME (Print)
SELLER/LANDLORD NAME (Print)

7
8 Seller/Landlord represents and warrants that title to the property is in the name of **Village Of Willow Springs**
9 _____ and Seller/Landlord has the authority to
10 sell/lease the Property.

11
12 For the purposes of this Exclusive Right to Sell/Lease Agreement, the use of the term "Client" shall include in addition thereto, the
13 term "Seller/ Landlord" (circle one); the use of the term "buyer" shall include the term "tenant"; and the uses of the plural form or
14 the possessive form of the terms "Client" and "buyer" shall also include the plural form and the possessive form of the terms
15 "Seller/Landlord" and "tenant".

16
17 **1. Property:** This Agreement is between the above-mentioned Brokerage and Client, in consideration of their acceptance of the
18 terms hereof and, efforts of Brokerage to advertise, market, promote, and sell/lease the real estate commonly known as:
19 Address: **8104 S. Archer Ave.**
20 Unit No: _____, City: **Willow Springs**
21 County: **Cook**, State: **IL**, Zip Code: **60480**
22 Permanent Index No.: **18341600090000**, hereinafter referred to as "Property."

23
24 For Condo or Coop if parking space is included: (check type) ___ deeded space; ___ limited common element; ___ assigned: Parking Space # ___

25
26 AGREEMENT between **Re/Max Market 8728 S.Archer Ave Willow Springs, IL 60480**
27 _____
(Company Name and Address)
28 hereinafter referred to as "BROKER" and **Village Of Willow Springs** hereinafter referred to as "CLIENT."

29
30 **2. Term and Conditions:** Beginning 12:01 A.M. Month: 11 Day: 20 Year: 2017 and terminating 11:59
31 P.M. Month: June Day: 30 Year: 202018 Client gives to Broker the exclusive right to sell, lease,
32 option or exchange the Property to qualified buyers and to share the Property with Participants in the Midwest Real Estate Data,
33 LLC, Inc. and/or any Multiple Listing Service in which Broker is a Participant in accordance with the applicable rules and
34 regulations of that Multiple Listing Service.

35
36  _____) THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL TO DISCRIMINATE
37 (Client(s) Initials) AGAINST ANY PROSPECTIVE BUYER OR TENANT ON THE BASIS OF RACE, AGE,
38 COLOR, RELIGION, SEX, ANCESTRY, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL
39 STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MILITARY STATUS, DISHONORABLE DISCHARGE
40 FROM THE MILITARY SERVICE, OR ANY OTHER CLASS PROTECTED BY THE ILLINOIS HUMAN RIGHTS
41 ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL FAIR
42 HOUSING LAWS.

43
44 **3. Marketing Price:** If for sale, the price shall be \$ **99,900.00**
45 If for lease, the lease price shall be \$ _____ (choose one) per month/per year.

46
47 **4. Title:** Title is in the name of _____
48 and Client represents that Client has the authority to sell/lease the premises.

49
50 **5. Client's Designated Agent:** Managing Broker designates and Client accepts: _____
51 ("Client's Designated Agent"), a licensee affiliated with Managing Broker, as the only legal agent of Client to market and
52 sell/lease Client's Property. Managing Broker reserves the right to appoint additional designated agents for Client when, in
53 Managing Broker's discretion, it is necessary. If additional designated agents are appointed, Client shall be informed in writing
54 within a reasonable time of such appointment. Client authorizes Client's Designated Agent, from time to time, to allow another

 _____ Managing Broker Initial
Address: **8104 S Archer Ave. Willow Springs, IL 60480**
 _____ Client(s) Initial _____ Client(s) Initial

licensee, who is not an agent of the Client, to conduct an open house of Client Property or provide similar support to Designated Agent in the marketing of Client's Property. Client understands and agrees that this Agreement is a contract for Brokerage to market and sell/lease Client's Property and that Client's Designated Agent is the only legal agent of Client. Client's Designated Agent will be primarily responsible for the direct marketing and sale/lease of Client's Property. The duties owed to Client as referred in the Illinois Real Estate License Act of 2000, as amended, will only be owed to Client by the Designated Agent. The Managing Broker and the Designated Agent will have only those duties to the Client as are required by statute.

6. Possible Dual Agency: The above named Designated Agent (hereinafter sometimes referred to as "Licensee") may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of the Property. Seller/Landlord acknowledges he was informed of the possibility of this type of representation. Before signing this document, Seller/Landlord must read the following:

Representing more than one party to a transaction presents a conflict of interest, since both clients may rely upon Licensee's advice and the clients' respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. Seller/Landlord acknowledges that Licensee has explained the implications of dual representation, including the risks involved, and understands that he has been advised to seek independent advice from advisors or attorneys before signing any documents in this transaction.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:

1. Treat all clients honestly.
2. Provide information about the Property to the buyer or tenant.
3. Disclose all latent material defects in the Property that are known to Licensee.
4. Disclose financial qualification of the buyer or tenant to the Seller or Landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for Property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:

1. Confidential information that Licensee may know about the clients, without the client's permission.
2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price or terms the buyer or tenant should offer.
5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If Seller/Landlord is uncomfortable with this disclosure and dual representation, please let Licensee know. Seller/Landlord is not required to accept this section unless Seller/Landlord wants to allow the Licensee to proceed as a Dual Agent in this transaction.

Yes No

 (Client(s) Initials)

By checking "Yes" and initialing, Seller/Landlord acknowledges that Seller/Landlord has read and understands this section and voluntarily consents to the Licensee acting as Dual Agent (that is, to represent BOTH the Seller and buyer or Landlord and tenant) should that become necessary.

7. Representation of Buyers/Tenants: Client acknowledges that Client has been informed and understands that as part of Brokerage's real estate business, Brokerage, from time to time, enters into representation agreements with buyers/tenants, and, as such, may designate certain of its licensees as exclusive buyers'/tenants' representatives for the purpose of showing and negotiating the purchase of real estate listed with Brokerage or other real estate brokerage firms.

8. Buyer/Tenant Confidentiality: Client understands that Brokerage, Managing Broker and/or Designated Agent may have previously represented a buyer/tenant who is interested in Client's Property. During that representation, Managing Broker and/or Designated Agent may have learned material information about the buyer/tenant that is considered confidential. Under the law, neither Managing Broker nor Designated Agent may disclose any such confidential information to Client even though the Managing Broker and/or Designated Agent now represent the Client.


 _____ Managing Broker Initial _____ Client(s) Initial _____ Client(s) Initial
 Address: **8104 S. Archer Ave. Willow Springs, IL 60480**

113
114 **9. Managing Broker's Licensees:** Client understands and agrees that other licensees affiliated with Brokerage, may represent the
115 actual or prospective buyer of Client's Property. Further, Client understands and agrees that if the Property is sold or leased
116 through the efforts of a licensee affiliated with Brokerage that represents the buyer, the other licensee affiliated with Brokerage
117 will be acting as a buyer's representative.
118

119 **10. Consent to Represent Other Clients:** Client understands and agrees that Brokerage, Managing Broker and Designated Agent
120 may from time to time represent or assist other sellers/landlords who may be interested in selling/leasing their property to
121 buyers/tenants. The Client consents to Brokerage, Managing Broker's and Designated Agent's representation of such other
122 sellers/landlords before, during, and after the expiration of this Exclusive Marketing Agreement and expressly waives any claims
123 including but not limited to breach of duty or breach of contract based solely upon Brokerage, Managing Broker's or Designated
124 Agent's representation or assistance of other sellers/landlords who may be interested in selling/leasing their property to
125 buyers/tenants.
126

127 **11. Brokerage Fee:** Except as provided hereafter, in consideration of the obligations of the Brokerage, the Client agrees:
128 **For Sale**

129 (a) To pay Brokerage, at the time of closing of the sale of the property and from the disbursement of the proceeds of said sale,
130 compensation in the amount of, for Brokerage's services 5 (to be distributed 2.5 of
131 the sales price to the listing office and 2.5 of the sales price to the selling office) in
132 effecting the sale by finding a Buyer ready, willing, and able to purchase the property. If the transaction shall not be closed
133 because of refusal, failure, or inability of the Client to perform, the Client shall pay the sales commission in full to Brokerage upon
134 demand. Should a sale be in pending or contingent status at the expiration of this Agreement, Client shall pay Brokerage the full
135 commission set forth upon closing of said sale.

136 **For Lease**

137 (b) To pay Brokerage at the time of lease execution or upon an event or events specified in Paragraph 16 hereof, for Brokerage
138 services a total leasing commission of _____ (to be distributed _____ of
139 the total commission to the listing office and _____ of the total commission to the leasing office). If the above
140 conditions are not met because of the refusal, failure or inability of the Landlord to perform, Landlord shall pay the Brokerage fee
141 in full to Brokerage upon demand. In the event the property is leased and Tenant subsequently purchases the property within
142 _____ months after the expiration of said lease, Brokerage shall, in addition to any fee for leasing the property, also be entitled
143 to the Brokerage Fee for the sale of the property in accordance with the terms and conditions as defined in subparagraph (a) of this
144 paragraph.
145

146 (c) To pay Brokerage the commission specified above if Brokerage procures a buyer or tenant, if the Property is sold or leased
147 within said time by Client or any other person, or if the property is sold or leased within _____ days from the expiration date
148 herein to any person to whom the said listing information was submitted during the term of this exclusive agreement. However,
149 Client shall not be obligated to pay said commission if a valid, written listing agreement is entered into during the term of said
150 protection period with another brokerage and the sale or lease of the Property is made during the term of the subsequent listing
151 agreement.
152

153 **12. Cooperation and Compensation:** Broker is authorized to show the Property to prospective buyers/lessees through
154 cooperating agents; and Broker, on a case by case basis, may pay a part of the above commission to cooperating agents. Broker is
155 authorized in its sole discretion to determine with which brokers it will cooperate, and the amount of compensation that it will
156 offer cooperating brokers in the sale of Client's property. Client acknowledges that the compensation offered to such cooperating
157 brokers may vary from broker to broker.
158

159 **13. Virtual Office Website Policy:** If Brokerage operates a Virtual Office Website ("VOW") the following shall apply:
160 for the purpose of marketing properties to consumers on the Internet who have established a brokerage-consumer relationship, as
161 defined by Illinois Real Estate License Act of 2000, as amended, giving the consumer the opportunity to search for active and
162 closed listing data, subject to Brokerage's oversight, supervision and accountability. The VOW Policy states that a VOW shall not
163 display listings or property addresses of any seller who has affirmatively directed the brokerage to withhold the seller's listing or
164 property address from display on the Internet. A VOW may allow third parties to write comments or reviews about particular
165 listings or display a hyperlink to such comments or review in immediate conjunction with particular listings or display an
166 automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.
167 The Policy allows the Brokerage to disable or discontinue, at Client's request, either or both of the aforementioned VOW features
168 (display of listing and display of listing address and ability to make comments or display estimate of market value).
169
170

M Managing Broker Initial
Address: **8104 S. Archer Ave. Willow Springs, IL 60480**

 Client(s) Initial _____ Client(s) Initial _____

171 **WITH REGARD TO THE VOW POLICY, CLIENT HEREBY DIRECTS BROKERAGE AS FOLLOWS (Initial that apply):**

172
173 (___ / ___) I do NOT want the Property listing to be displayed on the Internet.

174
175 (___ / ___) I do NOT want the Property address to be displayed on the Internet.

176
177 (___ / ___) I do NOT give permission for comments or reviews on my listing.

178
179 (___ / ___) I do NOT want any automated estimate of value on my listing.

180
181 Client acknowledges that Client has read and understands the options presented above and that, if Client has selected the first
182 option, consumers who conduct searches for listings on the Internet will not see information about Client's Property in response to
183 their search.

184
185 **14. Title Insurance and Survey:** (This paragraph applies to a sale only.) Client acknowledges that Client has not added to nor
186 disposed of any part of the Property, or gained any easements in favor of or against the Property not disclosed in the Title Guaranty
187 Policy except as stated herein. Prior to closing, Client agrees to furnish at Client's expense a title insurance commitment for an
188 Owner's Title Insurance Policy in the amount of the sale price, showing good title in the owner's name. After a sales contract has
189 been signed, arrangements must be made to secure title insurance and schedule the closing. Client understands that Client is not
190 required to use any particular title insurance company and that Client or Client's attorney may select any qualified licensed
191 company for Client's title insurance needs. Not less than one (1) business day prior to closing, except where the subject property
192 is a condominium, Client may be required, at Client's expense, to furnish a Plat of Survey dated not more than six (6) months prior
193 to the date of closing, prepared by an Illinois registered land surveyor, performed pursuant to the Minimum Standard Detail
194 requirements for ALTA/ACSM Land Title Surveys adopted by the American Land Title Association (ALTA) and the American
195 College of Surveying and Mapping (ACSM). The standards are published on the ACSM website at www.acsm.net and on the
196 ALTA website at www.alta.org. The applicable provisions of 68 Ill. Admin. Code #1270.56 (as amended from time to time) shall
197 also be incorporated into this paragraph by reference.

198
199 With regard to the issuance of title insurance:

200 (___ / ___) Client authorizes Brokerage to order title insurance and related services on Client's behalf through an
201 *Client(s) Initials* affiliate of Brokerage, for the estimated charges as disclosed in the Federal and State Disclosure
202 Statements provided Client by Brokerage.

203 (___ / ___) Client directs that _____ provide the title insurance and
204 *Client(s) Initials* related services as stated above.

205 (*BU* / ___) Client or Client's attorney will make the necessary arrangements for title insurance and any related
206 *Client(s) Initials* services.
207

208 **15. Fixtures and Personal Property:** In the event of a sale of the property, included in the purchase price are: hot water heater;
209 plumbing and electrical fixtures; sump pumps; central heating and cooling; humidifying and filtering equipment; fixed carpeting;
210 equipment, and cabinets, water softener (except rental units) storm and screen windows and doors; attached shutters, blinds and
211 shades, all planted vegetation; with all improvements and fixtures, if any, (all of which hereinafter referred to as Equipment), shall
212 be left on the Property and shall be transferred to the Buyer by a Bill of Sale at the time of closing. The following items shall also
213 be left on the Property and be conveyed to buyer at time of closing:

214 _____
215 _____
216 _____

217 Excluded items: _____
218 _____
219 _____

220 In an event of a lease of the property the items mentioned above as included items will remain on the premises for the benefit of
221 the tenant.

222
223 All the aforementioned Equipment remaining with the Property is paid for, belongs to Client, and will be in operating condition at
224 the time of closing, except for the following: _____
225 _____
226 _____

M Managing Broker Initial
Address: **8104 S. Archer Ave. Willow Springs, IL 60480**

BU Client(s) Initial _____ Client(s) Initial

227 **16. Commission Earned:** A commission shall be deemed to have been earned at such time as: (a) a sales or exchange contract, is
228 executed and all contingencies are met; (b) an option contract is executed; (c) an option contract is exercised; or, (d) a lease is
229 executed and all contingencies are met involving the Property, and shall be paid in accordance with terms of Paragraph 11.
230

231 **17. Disclosure:** (This paragraph applies to a sale only.) All inquires about this Property made directly to Client shall be
232 immediately referred to Managing Broker and/or Client's Designated Agent. Client understands that the information which Client
233 provides to Client's Designated Agent as marketing information will be used to advertise Client's Property to the public and
234 submitted to the Multiple Listing Service. It is essential that this information be accurate and truthful. If applicable, Client agrees
235 to comply with the provisions of the Illinois Residential Real Property Disclosure Act, the Illinois Radon Awareness Act and, the
236 Federal Lead Based Paint Disclosure Regulations. Client shall complete the applicable disclosure document(s) in a timely manner,
237 shall not knowingly provide false or inaccurate information therein, and shall comply with all local government ordinances.
238 Although Client is marketing Client's Property in its present physical condition, Client understands that Client may be held
239 responsible by a buyer for any latent or hidden, undisclosed defects in the Property which are known to Client but which are not
240 disclosed to buyer. Client shall indemnify, save, defend and hold Brokerage, Managing Broker, and Client's Designated Agent
241 harmless from all claims, disputes, litigation, judgments and/or costs (including reasonable attorney's fees), whether or not
242 frivolous, arising from any misrepresentations made by the Client, from any incorrect information supplied by the Client, or from
243 any material fact concerning the Property including latent defects which the Client fails to disclose. Further, Client shall
244 indemnify, save, defend, and hold Brokerage, Managing Broker, and Client's Designated Agent harmless from any claim, loss,
245 damage, or injury to any person or Property while viewing the Property arising from the condition of Client's Property.
246

247 **18. Limitations:** The sole duty of the Brokerage is to affect a sale or lease of the Property. The Brokerage, Managing Broker,
248 Client's Designated Agent, members of the Multiple Listing Service(s) to which the Managing Broker belongs, and the Mainstreet
249 Organization of REALTORS® are not charged with the custody of the Property, its management, maintenance, upkeep, or repair.
250 Illinois law allows licensees to prepare the sales contract or lease using approved preprinted forms, but does not allow licensees to
251 draft other legal documents required to close a sale. Therefore, the Client agrees to draft and furnish, or have Client's attorney
252 draft and furnish all other legal documents necessary to close a sale.
253

254 **19. Minimum Standards:** Illinois Real Estate License Act of 2000, as amended, provides that all exclusive brokerage agreements
255 must specify that the sponsoring broker, through one or more sponsored licensees, must provide at a minimum, the following
256 services: (1) accept delivery of and present to the client offers and counter-offers to buy, sell, or lease the client's property or the
257 property the client seeks to purchase or lease; (2) assist the client in developing, communicating, negotiating, and presenting
258 offers, counter offers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all
259 contingencies are satisfied or waived; and (3) answer the client's questions relating to the offers, counter-offers, notices, and
260 contingencies.
261

262 **20. Marketing Authorization:** Brokerage is authorized to advertise, promote, and market the Property which shall include, but
263 not be limited to, in Managing Broker's sole discretion, the display of signs, placement of the Property in any Multiple Listing
264 Service in which Managing Broker is a participant, and promotion of the Property through any electronic medium and/or on any
265 Internet Website to which the Brokerage, Managing Broker and/or Designated Agent may subscribe. Brokerage is authorized to
266 affix a keybox to the Property, and provided the owner is absent, any MLS participant or subscriber associated with the Multiple
267 Listing Service(s), whether acting as a buyer's representative or otherwise, shall have the right, through use of said keybox, to
268 show the Property at any reasonable time. It is not a requirement of the Multiple Listing Service or Brokerage that a Client allow
269 use of a keybox. Client acknowledges that neither listing nor selling brokerage, the Mainstreet Organization of REALTORS®, nor
270 any Multiple Listing Service is an insurer against the loss of Client's personal property. Client is advised to safeguard or remove
271 valuables now located on said Property. Client is further advised to verify the existence of said valuables and obtain personal
272 property insurance through Client's insurance agent. Further, Client hereby grants Brokerage and Brokerage shall have the right,
273 and Client acknowledges that Managing Broker may have an obligation under applicable Multiple Listing Service rules and
274 regulations as a condition of placing Client Property in such Multiple Listing Service, to release information as to the amount of
275 selling price, the rent, type of financing, and number of days to sell/lease the Property to any Multiple Listing Service of which
276 Managing Broker is a participant at the time the Property is sold and closed or leased.
277

278 **21. Taxes and Assessments:** (This paragraph applies to a sale only.) All taxes and all usually prorated expenses shall be prorated
279 pursuant to the terms of the sales contract. Client shall disclose any assessments or special taxes for improvements or lien for
280 improvements, either of record or in process, applicable to the Property marketed herein, and should the Client receive any notice
281 thereof, Client agrees to notify the Managing Broker or Designated Agent immediately.
282

283 (a) SPECIAL ASSESSMENTS: Client represents that there: is is not a proposed or pending unconfirmed
284 special assessment affecting the property not payable by Client after the date of closing. Client further represents that the

M Managing Broker Initial

Be Client(s) Initial _____ Client(s) Initial

Address: **8104 S. Archer Ave. Willow Springs, IL 60480**

285 following confirmed special assessments are not due or will be due after the date of closing: _____ in
286 the amount of \$ _____.

288 (b) SPECIAL SERVICE AREA: Client represents that the property: [check one] is is not located within a Special
289 Service Area, payments for which will not be the obligation of Client after the date of Closing.

291 (c) CONDOMINIUM OR COMMON INTEREST COMMUNITY ASSOCIATION(S): The property and improvements
292 described herein [check one] are are not part of a Condominium or or Common Interest Community Association. If so,
293 the contact information for such association is: _____

295 Association Name: _____ Phone Number: _____
296 Management Company Name: _____ Phone Number: _____

298 (d) ASSOCIATION ASSESSMENTS/FEES: Client acknowledges a current Condominium or Common Interest Community
299 Association
300 Assessment/Fee of \$ _____ per _____ which includes: _____

302 _____

304 (e) ADDITIONAL ASSOCIATION ASSESSMENTS/FEES: Client further acknowledges additional assessments/fees (such as a
305 Master Association Fee) of \$ _____ per _____ which includes: _____

306 _____

309 **22. Earnest Money:** (This paragraph applies to a sale only.) The Earnest Money shall be held by the
310 Escrowee identified in the Real Estate Sales Contract ("Escrowee") in trust for the mutual benefit of
311 the Parties in a manner consistent with Illinois State Law. Upon initial closing, or settlement, or upon
312 breach of Contract, the Earnest Money shall be applied first to the payment of any expenses incurred
313 by the Brokerage on Client's behalf in the sale, and second to payment of the Brokerage's sales
314 commission, rendering the surplus, if any, to the Client. If a dispute arises between Client and buyer
315 as to whether a default has occurred, Escrowee shall hold the Earnest Money and pay it out as agreed
316 in writing by Client and buyer or as directed by a court of competent jurisdiction. In the event of
317 such dispute, Client agrees that Escrowee may deposit the funds with the clerk of the Circuit Court by
318 an action in the nature of interpleader. Client agrees Brokerage may be reimbursed from the Earnest
319 Money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and
320 hereby agrees to indemnify and hold Brokerage harmless from any and all claims and demands,
321 including the payment of reasonable attorney's fees, costs, and expenses arising out of such default,
322 claims, and demands. If Client defaults, Earnest Money, at the option of buyer, shall be refunded to
323 buyer, but such refunding shall not release Client from the obligation of this Marketing Agreement.
324 There shall be no disbursement of Earnest Money unless Escrowee has been provided written
325 agreement from Client and buyer. In anticipation of closing, the parties shall direct Escrowee to close
326 the account no sooner than 10 (ten) business days prior to the anticipated closing date.

328 **23. Security Deposits (applicable for lease only):** Unless a separate property management agreement is
329 established between the Brokerage and the Landlord, the security deposit shall be paid to and held by
330 the Landlord.

332 **24. Amendments:** Should it be necessary to amend or modify this Agreement, facsimile signatures of all parties to this Marketing
333 Agreement are accepted as original signatures. This Agreement may be executed in multiple copies and Client's signature hereon
334 acknowledges that Client has received a signed copy.

336 **25. Mediation:** Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be mediated in
337 accordance with rules then pertaining of the American Arbitration Association.

338  Managing Broker Initial
Address: **8104 S. Archer Ave. Willow Springs, IL 60480**  Client(s) Initial _____ Client(s) Initial _____

339 **26. Indemnification:** Client agrees to indemnify Brokerage, Managing Broker and Designated Agent to save, defend, and hold
340 them harmless on account of any and all loss, damage, cost, or expense (including reasonable attorney's fees) incurred by them
341 arising out of this Agreement, or in the collection of fees or commissions due Brokerage pursuant to this Agreement, provided
342 Brokerage is not found to be at fault.
343

344 **27. Disclaimer:** Client acknowledges that Brokerage, Managing Broker and Client's Designated Agent are acting solely as real
345 estate professionals, and not as attorney, tax advisor, surveyor, structural engineer, home inspector, environmental consultant,
346 architect, contractor, or other professional service provider. Client understands that such other professional service providers are
347 available to render advice or services to the Client, if desired, at Client's expense.
348

349 **28. Costs of Third-Party Services or Products:** Client is responsible for the costs of all third-party products or services such as
350 surveys, soil tests, title reports, well and septic tests, etc.
351

352 **29. Client Shall:** Supply Broker with the most recent accurate income and expense figures, lease for the Property, any mortgage
353 information, if applicable, and any other pertinent information which, in the opinion of Broker, is necessary to assist the broker in
354 the marketing of the Property. Client shall provide all information relevant to the condition, use and operation of the property
355 available to Client to buyer. Client shall prepare, deliver to buyer, and record, if appropriate, all documentation for the property in
356 accordance with all laws of any jurisdiction in which the property is located. Client shall also cooperate with buyer to secure
357 whatever on-site assessment buyer or buyer's lender deems necessary or appropriate. In the event the property is a condominium
358 or part of a Common Interest Community Association, Client should have available for Broker at time of listing agreement the
359 following documents if applicable: Declaration of Condominium or Declaration of Covenants, Conditions and Easements; current
360 budget; bylaws; financial statements; and any other rules and regulations in effect.
361

362 **30. Severability:** In case any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal or
363 unenforceable in any respect, such as invalidity, illegality or unenforceability, it shall not effect any other provision hereof, and
364 this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
365

366 **31. Notice:** All notices required shall be in writing and shall be served by one Party to the other Party. Notice to any one of the
367 multiple-person Party shall be sufficient notice to all. Notice shall be given in the following manner:

- 368 (a) By personal delivery of such notice; or
- 369 (b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested.
370 Except as otherwise provided herein, notice served by certified mail shall be effective on the date of mailing; or
- 371 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that
372 the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time). In
373 the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the
374 first business day after transmission; or
- 375 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the
376 notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time), and
377 provided further that the **recipient provides written acknowledgment to the sender** of receipt of the transmission (by e-
378 mail, facsimile, or by regular mail). In the event e-mail notice is transmitted during non-business hours, the effective date
379 and time of notice is the first hour of the first business day after transmission; or
- 380 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following
381 deposit with the overnight delivery company.
382

383 **32. Entire Agreement:** This Agreement constitutes the complete understanding and entire agreement between the parties relating
384 to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into
385 this Agreement. This Agreement may not be terminated or amended prior to its termination date without the express written
386 consent of both parties to this Agreement.
387

388 Client hereby acknowledges receipt of a signed copy of this Agreement and all attachments. The attachments include the
389 following (HERE LIST ALL ATTACHMENTS): _____
390 _____
391 _____
392 _____
393 _____
394 _____
395 _____
396 _____
397 _____
398 _____

 *Managing Broker Initial*
Address: **8104 S. Archer Ave. Willow Springs, IL 60480**

 *Client(s) Initial* _____ *Client(s) Initial*

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(Signatures required of all who have a legal or equitable interest in the Property)

Lucy Mierop

MANAGING BROKER (Print)

Lucy Mierop

MANAGING BROKER (Signature)

11.20.2017

DATE

Lucy Mierop

DESIGNATED AGENT (Print)

8728 S. Archer Ave.

OFFICE ADDRESS

Willow Springs IL 60480

CITY STATE ZIP

708-558-8800 708-839-9905

DESIGNATED AGENT PHONE FAX

708-839-8100

OFFICE PHONE

lucymierop@remaxmarket.com

E-MAIL ADDRESS

Village Of Willow Springs/ Brent Woods

CLIENT (Print)

Brent Woods

CLIENT (Signature)

CLIENT (Print)

CLIENT (Signature)

DATE

One Village Circle

CURRENT MAILING ADDRESS

Willow Springs IL 60480

CITY STATE ZIP

bwoods@willowsprings-il.gov

E-MAIL ADDRESS

708-467-3700

PHONE FAX

CLIENT AUTHORIZED AGENT (Print)

LM Managing Broker Initial

Address: **8104 S. Archer Ave. Willow Springs, IL 60480**

BE Client(s) Initial _____ Client(s) Initial



January 22, 2018

Commission Statement

Seller: Village of Willow Springs

Address: 8104 Archer Ave. Willow Springs, IL

Sales Price: \$105,000

Commission Due: \$5250.00

Earnest Money Received: \$5,000.00

Re/Max Market to
Bring to Closing: \$2375.00

Title Company to
Disburse to Real People
Property: \$2375.00

It was a pleasure assisting you in the Sale of your property. This is a receipt for
The total commission due to Re/Max Market.

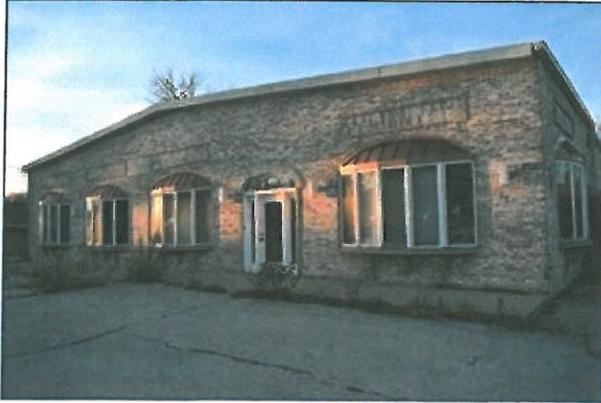
Sincerely,

Lucy Mierop
Managing Broker/Owner
Re/Max Market

Lucy Mierop
Broker / Owner
RE/MAX Market

8728 S. Archer, Willow Springs, Illinois 60480
Office: (708) 839-8100, Cell: (708) 558-8800, Fax: (708) 839-0288
Website: www.homesbylucy.com





Retail/Stores
 Status: **CTG**
 Area: **480**
 Address: **8104 Archer Ave , Willow Springs, IL 60480**
 Directions: **On the North side of Archer Ave., West of LaGrange Rd.**
 Sold by: **Hector Garcia (408523) / RE/MAX Partners (40335)**
 Closed Date:
 Off Mkt Date:
 Township: **Lyons**
 Coordinates:
 Year Built: **1972**
 Zoning Type: **Commercial**
 Actual Zoning: **B2**
 Subtype: **Other**
 Lot Dimensions: **100X203**
 Apx. Tot. Bldg SF: **11825**
 Land Sq Ft: **20000**
 Net Rentable Area:

MLS #: **09804653**
 List Date: **11/20/2017**
 List Dt Rec: **11/20/2017**
 Contract: **12/12/2017**
 Concessions:
 Unincorporated:
 Subdivision:
 # Stories: **1**
 Gross Rentbl. Area:
 # Tenants:
 Estimated Cam/Sf:

List Price: **\$99,900**
 Orig List Price: **\$99,900**
 Sold Price:
 Rented Price:
 Lease Price SF/Y:
 Mthly. Rnt. Price:
 CTGF: **A/I**
 County: **Cook**
 PIN #: **18341060090000**
 Multiple PINs: **No**
 Min Rentbl. SF: **0**
 Max Rentbl. SF: **0**
 # Units:
 Lease Type:
 Est Tax per SF/Y:

Remarks: **Commercial Property on Archer. Gross Sq. Footage 11,825, approx. 1825 square feet of frontage portion of the building is in very poor condition. Value in land and Exterior part of the building that includes a two story building with lower level having 9 feet clear heights and used for storage. The upper level has a higher ceiling height approx. 12 Ft. There are two loading docks serving the lower level and one drive-in door. Call la for showing. Key available at Re/Max Market.**

Approximate Age: 36-50 Years	Construction: Brick	Air Conditioning: Central Air
Type Ownership:	Exterior:	Electricity: Circuit Breakers
Frontage Acc:	Foundation:	Heat/Ventilation: Forced Air
Current Use: Commercial	Roof Structure:	Fire Protection: Alarm Monitored
Potential Use:	Roof Coverings:	Water Drainage:
Known Encumbrances:	Docks: Exterior	Utilities To Site:
Client Needs:	Misc. Outside:	Tenant Pays: Other
Client Will:	# Parking Spaces:	HERS Index Score:
Location:	Indoor Parking:	Green Disc:
Geographic Locale: Southwest Suburban	Outdoor Parking: 6-12 Spaces	Green Rating Source:
# Drive in Doors: 1	Extra Storage Space Available:	Green Feats:
# Trailer Docks: 2	Misc. Inside:	Backup Info:
Ceiling Height: 12	Floor Finish:	Sale Terms:
		Possession: Closing

Financial Information	Individual Spaces (Y/N):	Total Building (Y/N):
Gross Rental Income: \$0	Total Income/Month:	Total Income/Annual: \$0
Annual Net Operating Income: \$0	Net Operating Income Year:	Cap Rate:
Real Estate Taxes: \$32,745	Total Annual Expenses: \$0	Expense Year:
Tax Year: 2015	Expense Source:	Loss Factor:

Agent Remarks: **Call la for more details.**

Internet Listing: Yes	Remarks on Internet?: Yes	Agent Owned/Interest: Yes
VOW AVM: Yes	VOW Comments/Reviews: Yes	Lock Box: None
Listing Type: Exclusive Right to Sell	Address on Internet: Yes	Special Comp Info: None
Coop Comp: 2.5%- \$250.00 (on Gross SP)	Other Compensation:	Call for Rent Roll Info:
Information: Show-Key in Listing Office	Cont. to Show?: No - has seller's written direction	Expiration Date: 01/31/2018
Broker: RE/MAX Market (25484)	Ph #: (708) 839-8100	Team:
List Agent: Lucy Mierop (222601)	Ph #: (708) 558-8800	Agent Addn'l Info:
Email: lucymierop@remaxmarket.com	Agent Alt Ph #:	
Co-lister:	Ph #:	

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MLS #: 09804653

Prepared By: Lucy Mierop | RE/MAX Market | 01/22/2018 04:06 PM

EXHIBIT C

SEE ATTACHED PURCHASE CONTRACT



MAINSTREET ORGANIZATION OF REALTORS®
COMMERCIAL SALES CONTRACT



1 FROM: (Buyer) CHICAGO REALTY VENTURES INC
2 (Name)
3 TO: (Seller) _____ DATE: 1-5-18
4 (Name)

5 OFFER OF BUYER: I/We (Buyer) offer to purchase the Real Estate known as:
6 8104 Archer AVE WILLOW SPRINGS Cook IL
7 *Street City County State Zip*

8 lot size approximately _____, Permanent Index No.: 18341060090000, together with
9 improvements thereon.

10 **INCLUSIONS:** The following shall be included: fixtures, equipment, appliances, security systems (owned) and personal property, if any, located
11 on the Real Estate of the date hereof, for which a bill of sale will be given: screens, storm windows and doors; shades, window blinds; radiator
12 covers; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving, interior shutters, cabinets and awnings;
13 planted vegetation; smoke detectors; as well as the following specific items:
14 _____
15 _____

16 **EXCLUSIONS:** The following shall be excluded: all tenant owned personal property, tenant owned trade fixtures, and:
17 _____
18 _____

19 Any personal property not specifically included shall be deemed excluded. A system or item shall be deemed to be in operating condition if it
20 performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

21 **1. PURCHASE PRICE:** Purchase Price of \$ 105,000 shall be paid as follows: Initial Earnest Money of
22 \$ 5000 shall be tendered to Escrowee on or before 2 day(s) after Date of Acceptance. Additional Earnest Money of
23 \$ _____ shall be tendered by _____, 20 Earnest Money shall be held in trust for the mutual benefit of the Parties by
24 [check one] Seller's Brokerage Buyer's Brokerage As otherwise agreed by the Parties, as "Escrowee".

25 The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in the form of good funds by wire transfer of funds, or by
26 Certified, Cashier's, Mortgage Lender's or title company's check (provided that the title company's check is guaranteed by a licensed title insurance
27 company).

28 **2. CLOSING:** Provided title conforms with this contract or has been accepted by Buyer, closing or escrow payout shall be on
29 January 31, 20 18, by conveyance by stamped recordable warranty deed (or other appropriate deed if title is in
30 trust or in an estate) and payment of purchase price. Title shall be conveyed at the time required by this contract subject only to: general Real Estate
31 taxes not due and payable at the time of Closing; building lines and building restrictions of record; zoning and building laws and ordinances; public
32 and utility easements; covenants and restrictions of record; party wall rights and agreements, if any; existing leases or tenancies; the mortgage or trust
33 deed if any, that may be assumed by Buyer as part of this transaction. However, Special Assessments, if any, for improvements not yet completed
34 shall be paid by Seller at closing. This sale shall be closed at office of title insurance company or Seller's attorney's office as agreed or in escrow
35 with the title company issuing the title commitment by deed and money escrow fee to be divided between Seller and Buyer. Seller and/or Buyer will
36 pay their respective brokers' commissions as provided in their respective representation agreements or contracts and shall provide waiver of Brokers'
37 liens at closing.

38 **3. FINANCING:** If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 28 a) OR Paragraph 28 b) MUST BE
39 USED. If any portion of Paragraph 28 is used, the provisions of this Paragraph 3 are NOT APPLICABLE. This contract is contingent upon the
40 ability of Buyer to secure within n/a days of the Date of Acceptance, a firm written commitment for a loan evidenced by a note to be
41 secured by a mortgage or trust deed on the Real Estate in the amount of \$ _____, or such lesser amount as Buyer shall
42 accept, with a fixed or initial interest rate (delete one) not to exceed _____%, said loan to be amortized over a minimum of _____ years,
43 with a loan service charge not to exceed _____%. Seller and Buyer shall execute all documents and provide all information so that Buyer's
44 lender can issue its commitment and close the transaction. If Buyer makes a good faith effort but is unable to obtain a commitment for the mortgage
45 loan contemplated herein, Buyer shall so notify Seller in writing within the time specified in this Paragraph. IF SELLER IS NOT SO NOTIFIED
46 WITHIN SUCH TIME PERIOD, BUYER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR TO
47 HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR BASED UPON THE MORTGAGE
48 COMMITMENT ACTUALLY OBTAINED. If Seller is so notified, Seller may, at Seller's option, within 10 business days after Seller's receipt of
49 said notice, elect to accept purchase money financing or to secure a mortgage commitment on behalf of Buyer upon substantially the same terms for
50 the mortgage loan contemplated herein with such other material terms and conditions for comparable loans. If Seller is so notified, Buyer agrees to
51 furnish to Seller all requested credit and financial information and to sign customary papers relating to the application for securing of a mortgage
52 commitment. If Seller is thereafter unable or unwilling to secure such commitment or to accept purchase money financing as herein provided, this
53 contract shall be null and void, and Buyer and Seller shall execute all necessary documents to refund earnest money to Buyer. This Contract shall
54 not be contingent upon the sale and/or closing of any existing real estate.

55 **4. PRORATIONS:** Proratable items shall include, without limitation, Real Estate taxes based on _____% of most recent ascertainable taxes;
56 assignable insurance policies, if requested by Buyer; rents and/or security deposits, if any; Special Service Area tax for the year of closing only;
57 Condominium Association fees, if any; water taxes and other proratable items including flood hazard insurance shall be prorated to date of
58 possession. The Parties hereto agree to re-prorate any unbilled real estate tax bill prior to the date of Closing.

59 **5. POSSESSION:** Possession shall be delivered at closing subject to existing leases and tenancies, unless otherwise agreed in writing.

Buyer Initial CVW Buyer Initial _____ Seller Initial BW Seller Initial _____
Address 8104 Archer AVE WILLOW SPRINGS IL 60480
(Page 1 of 5) 6.2017 MAINSTREET ORGANIZATION OF REALTORS®

- 60 6. **ATTORNEY REVIEW:** Within five (5) Business Days after the Date of Acceptance, the attorneys for the respective Parties, by Notice, may:
- 61 (a) Approve this Contract; or
- 62 (b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price and the earnest money
- 63 refunded to the buyer upon written direction as required by law; or
- 64 (c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of Acceptance written agreement is not
- 65 reached by the Parties with respect to resolution of the proposed modifications, then either Party may terminate this Contract by serving
- 66 Notice, whereupon this Contract shall be null and void and earnest money refunded to the buyer upon written direction as required by law;
- 67 or
- 68 (d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare this Contract null and void
- 69 and this Contract shall remain in full force and effect.

70 **Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 6(c). If Notice is not served within the time specified**

71 **herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect.**

72 7. **INSPECTION/ENVIRONMENTAL SITE ASSESSMENT:** This contract is contingent upon approval by Buyer of the condition of the Real

73 Estate as evidenced by an inspection/environmental site assessment conducted at Buyer's expense and by contractor(s) selected by Buyer, within 10

74 _____ business days after Seller's acceptance of this contract. Buyer shall indemnify Seller from and against any loss or damage to the Real

75 Estate caused by the acts or negligence of Buyer or the person performing such inspection. If written notice of Buyer's disapproval is not served

76 within the time specified, this provision shall be deemed waived by the Buyer and this Contract shall remain in full force and effect.

77 8. **DISCLOSURE:** Within five (5) business days after date of acceptance Seller shall provide to the Buyer all information relevant to the condition,

78 use and operation of the Real Estate available to Seller including but not limited to: schedule of operating expenses, existing surveys, title policies

79 and any and all recorded nonconsensual liens. Seller shall prepare, and deliver to Buyer, all documentation for the Real Estate as may be required by

80 applicable disclosure laws in the jurisdiction the property is located. Seller shall also cooperate with Buyer to secure whatever environmental site

81 assessment Buyer or Buyer's lender deems necessary or appropriate.

82 9. **CONDOMINIUM/COMMON INTEREST ASSOCIATIONS:** (If applicable) The Parties agree that the terms contained in this paragraph,

83 which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

- 84 (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of
- 85 Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility easements including any easements
- 86 established by or implied from the Declaration of Condominium/Covenants, Conditions and Restrictions or amendments thereto; party wall
- 87 rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date of Closing of
- 88 general assessments established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.
- 89 (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to the
- 90 Date of Acceptance.
- 91 (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by the Illinois
- 92 Condominium Property Act, if applicable, and Seller shall diligently apply for same. This Contract is subject to the condition that Seller be
- 93 able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by the
- 94 Declaration of Condominium/Covenants, Conditions and Restrictions within the time established by the Declaration of
- 95 Condominium/Covenants, Conditions and Restrictions. In the event the Condominium Association requires personal appearance of Buyer
- 96 and/or additional documentation, Buyer agrees to comply with same.
- 97 (d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing
- 98 rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's
- 99 use of the premises or would result in increased financial obligations unacceptable to Buyer in connection with owning the Real Estate,
- 100 **then Buyer may declare this Contract null and void by giving Seller written notice within five (5) Business Days after the receipt of**
- 101 **the documents and information required by Subparagraph (c) above, listing those deficiencies which are unacceptable to Buyer. If**
- 102 **written notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract**
- 103 **shall remain in full force and effect.**
- 104 (e) Seller shall not be obligated to provide a condominium survey.
- 105 (f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgagee, if any) as an insured.

106 10. **SELLER REPRESENTATION:** Seller represents that Seller has not received written notice from any Governmental body or Owner

107 Association regarding (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; (c) any pending

108 condemnation or eminent domain proceeding; or (d) a proposed or confirmed special assessment and/or Special Service Area affecting the Real

109 Estate. Seller represents, however, that, in the case of a special assessment and/or Special Service Area, the following applies:

- 110 1. There ~~check one~~ is is not a proposed or pending unconfirmed special assessment affecting the Real Estate not payable by Seller after
- 111 date of Closing.
- 112 2. The Real Estate ~~check one~~ is is not located within a Special Service Area, payments for which will not be the obligation of Seller
- 113 after date of Closing.

114 **If any of the representations contained herein regarding Owner Association special assessment or Special Service Area are not acceptable to**

115 **Buyer, Buyer shall have the option to declare this Contract null and void. If written notice of the option to declare this Contract null and**

116 **void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is**

117 **later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect. Seller further represents that**

118 **Seller has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records or any hazardous waste on the**

119 **Real Estate or any improvements for which the required permits were not obtained. Seller represents that there have been no improvements to the**

120 **Real Estate which are not either included in full in the determination of the most recent Real Estate tax assessment. Notwithstanding anything to the**

121 **contrary contained in this contract, Seller represents that to the best of Seller's knowledge, all heating, central cooling, ventilating, electrical and**

122 **plumbing fixtures and systems on the Real Estate and all equipment to be transferred to Buyer pursuant to this contract are in working order and will**

123 **be so at the time of closing.**

124 Seller represents that, to the best of Seller's knowledge, there are not now, nor have there been, any underground storage tanks located on the

125 Property and no chemicals or toxic waste have been stored or disposed of on the Property, except for: _____

Buyer Initial <u>AWM</u>	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address: <u>8104 Archer AVE WILLOW SPRINGS IL 60480</u>			
(Page 2 of 3) 6.2017 - © MAINSTREET ORGANIZATION OF REALTORS			

126 _____, and that the
127 Property has not been cited for any violation of any Federal, State, County or local environmental law, ordinance or regulation and the Property is not
128 located within any designated legislative "superfund" area, except for: _____
129

130 Seller represents that neither Seller nor Seller's agent has received notice of any dwelling zoning, building, fire and health code violations which
131 exists on the date of this contract from any city, village, or other governmental authority.

132 **11. LEASES:** Seller will not enter into or extend any leases with respect to the Real Estate from and after the date Seller signs this contract without
133 the express prior written consent of Buyer. All security deposits, damage deposits, or other deposits in the possession of Seller, including interest
134 earned, if applicable, shall be assigned to Buyer at the time of closing. Seller is required to deliver assignments of leases and Rent Roll to Buyer at
135 the time of closing. Seller shall deliver to Buyer, within five (5) business days after the Date of Acceptance, true and correct copies of all leases,
136 schedule of expenses, survey, and real estate taxes; this contract is subject to Buyer's review and approval of same within ten (10) business days from
137 Date of Acceptance. If written notice of Buyer's disapproval is not served within ten (10) business days after Date of Acceptance, this provision shall
138 be deemed waived by the Buyer and this contract shall remain in full force and effect. Seller shall provide fully executed tenant estoppel certificates
139 prior to closing.

140 **12. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and
141 sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of
142 the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of
143 Acceptance, subject only to items listed in Paragraph 2. The requirement of providing extended coverage shall not apply if the Real Estate is vacant
144 land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject
145 only to the exceptions therein stated. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments
146 which are not acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure
147 against loss or damage that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured
148 over prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior encumbrances of a definite
149 or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary
150 forms required for issuance of an ALTA 2006 Insurance Policy.

151 **13. PERFORMANCE: Time is of the essence of this Contract.** In any action with respect to this Contract, the Parties are free to pursue any legal
152 remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-
153 Prevailing Party as ordered by a court of competent jurisdiction. There shall be no disbursement of earnest money unless Escrowee has been provided
154 written agreement from Seller and Buyer. Absent an agreement relative to the disbursement of earnest money within a reasonable period of time,
155 Escrowee may deposit funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. Escrowee shall be reimbursed
156 from the earnest money for all costs, including reasonable attorney fees, related to the filing of the interpleader action. Seller and Buyer shall
157 indemnify and hold Escrowee harmless from any and all conflicting claims and demands arising under this paragraph.

158 **14. NOTICE:** All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of a
159 multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:
160 (a) By personal delivery of such Notice; or
161 (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as
162 otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
163 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the Notice
164 transmitted shall be sent on Business Days during Business Hours. In the event fax Notice is transmitted during non-business hours, the
165 effective date and time of Notice is the first hour of the next Business Day after transmission; or
166 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice transmitted
167 shall be sent during Business Hours, and provided further that the recipient provides written acknowledgment to the sender of receipt of the
168 transmission (by e-mail, facsimile, regular mail or commercial overnight delivery). In the event e-mail Notice is transmitted during non-
169 business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
170 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the
171 overnight delivery company.

172 **15. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as
173 8:00 A.M. to 6:00 P.M. Chicago time.

174 **16. FACSIMILE:** Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

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

181 **18. PLAT OF SURVEY:** Prior to closing, Seller shall furnish at Seller's expense an ALTA-ACSM survey certified to Buyer, Buyer's lender (if
182 any) and title insurance company dated not more than six (6) months prior to Date of Acceptance by a licensed land surveyor showing the location of
183 the improvements thereon (including fences separating the Real Estate from adjoining properties) and showing all encroachments, if any. If the
184 survey discloses improper location of improvements or encroachments and Seller is unable to obtain title insurance protection for the benefit of
185 Buyer against loss resulting from such improper locations or encroachment, Buyer may, at his option, declare this contract to be null and void.
186 Providing all existing improvements (including fences) and encroachments, if any, appear on the survey thus furnished, Buyer shall bear the cost of
187 any later date survey which may be required by Buyer's lender or desired by Buyer.

188 **19. BILL OF SALE:** All of the items of personal property shall be transferred to Buyer by delivery at closing of Bill of Sale without warranty of
189 merchantability or fitness for particular purpose.

Buyer Initial <u>AM</u>	Buyer Initial _____	Seller Initial <u>BW</u>	Seller Initial _____
Address <u>8104 Archer AVE WILLOW SPRINGS IL 60480</u>			
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- 190 20. **CLEAN CONDITION:** Seller shall remove all debris from the Real Estate and improvements by date of possession. Buyer shall have the right
 191 to inspect the Real Estate and improvements prior to closing to verify that the Real Estate, improvements and included personal property are in
 192 substantially the same condition as of the date of Seller's acceptance of this contract, normal wear and tear excepted.
- 193 21. **MUNICIPAL ORDINANCES:** Seller shall comply with the terms of any municipal ordinance relating to the transaction contemplated herein
 194 for the municipality in which the Real Estate is located and shall provide to Buyer at closing evidence of compliance with such ordinances. Transfer
 195 taxes required by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax imposed by state law.
- 196 22. **SPECIAL FLOOD HAZARD AREA:** Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a
 197 special flood hazard area which requires Buyer to carry flood insurance. If written notice of the option to declare this Contract null and void is
 198 not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is later),
 199 Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.
- 200 23. **TAX LAW COMPLIANCE:** Seller agrees to provide to the Internal Revenue Service the Sale of Real Estate 1099 form as required by law.
 201 This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980 and
 202 all amendments thereto (the "Act"). Seller and Buyer shall execute or cause to be executed all documents and take or cause to be taken all actions
 203 necessary in order that Buyer shall have no liability, either actual or potential, under the Act. Parties are cautioned that the Real Estate may be
 204 situated in a municipality that has adopted a pre-closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes
 205 required by municipal ordinance shall be paid by the party designated in such ordinance.
- 206 24. **CAPTIONS:** Captions are not intended to limit the terms contained after said caption and are not part of the contract.
- 207 25. **TAX-DEFERRED EXCHANGE:** Seller and Buyer agree to cooperate in any applicable tax-deferred Exchange, and shall
 208 execute all documents with respect thereto at their own expense, pursuant to the applicable provisions of the Internal Revenue Code,
 209 as amended from time to time.

210 **Optional Provisions (Applicable ONLY if Initialed by All Parties)**

- 211 26. _____ **CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to
 212 _____ (Licensee) acting as a Dual Agent in providing brokerage services on their
 213 behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this contract.
- 214 27. _____ **RIDERS:** The terms of Rider(s) _____ attached
 215 hereto are made a part hereof.
- 216 28. _____ **TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING ALTERNATIVE**
 217 **OPTIONS IS SELECTED, THE PROVISIONS OF THE FINANCING PARAGRAPH 3 SHALL NOT APPLY [CHOOSE ONLY ONE]:**
- 218 a) _____ **Transaction With No Mortgage (All Cash):** If this selection is made, Buyer will pay at closing, in the form of "Good Funds"
 219 the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 1 above.
 220 Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to
 221 verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's
 222 attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Buyer understands and agrees that, so
 223 long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional
 224 or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall constitute a material breach of this Contract by Buyer. The
 225 Parties shall share the title company escrow closing fee equally.
- 226 b) _____ **Transaction, Mortgage Allowed:** If this selection is made, Buyer will pay at closing, in the form of "Good Funds" the
 227 difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 1 above.
 228 Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to
 229 verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's
 230 attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Notwithstanding such representation,
 231 Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but not
 232 limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or minus prorations) to close this transaction.
 233 Such cooperation shall include the performance in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall**
 234 **NOT be contingent upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's
 235 obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the
 236 balance due from Buyer at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee.

Buyer Initial AM Buyer Initial _____ Seller Initial BW Seller Initial _____
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237 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND
238 DELIVERED TO THE PARTIES OR THEIR AGENTS.

239 JANUARY 5, 2018
240 Date of Offer
241 [Signature] - President
242 Buyer Signature
243
244 Buyer Signature
245 CHICAGO REALTY VENTURES INC
246 Print Buyer(s) Name(s) [Required]
247 Corporation/Limited Liability Corporation (LLC)
248 CHICAGO REALTY VENTURES INC
249 By -- Print Name
250 3100 oak park ave
251 Address
252 berwyn ILLINOIS (IL) 60402
253 City State Zip
254 6306704178 a.mryan@outlook.com
255 Phone E-mail

JANUARY 5, 2018
DATE OF ACCEPTANCE
[Signature]
Seller Signature
Seller Signature
BRENT WOODS
Print Seller(s) Name(s) [Required]
VILLAGE OF WILLOW SPRINGS
Corporation/Limited Liability Corporation (LLC)
BRENT WOODS
By - Print Name
ONE VILLAGE CIR.
Address
WILLOW SPRINGS IL 60480
City State Zip
708-487-3700 BRENT WOODS@WILLOWSPRING-IL.CO
Phone E-mail

257 FOR INFORMATION ONLY

258 Real People Realty, Inc. 61153
259 Selling Office MLS #
260 Ayman Mryan 246699
261 Buyer's Designated Agent MLS #
262 (630) 670-4178 (708) 680-3111
263 Phone Fax
264 a.mryan@outlook.com
265 E-mail
266 Samie Ata ata@samielaw.com
267 Buyer's Attorney E-mail
268 708-400-8000
269 Phone Fax
270
271 Mortgage Company Phone/Fax

RE/MAX Market 25484
Listing Office MLS #
Lucy Mierop 222601
Listing Designated Agent MLS #
(708) 558-8800 (708) 839-0288
Phone Fax
lucymierop@remaxmarket.com
E-mail
Seller's Attorney E-mail
Phone Fax
Management Co./Other Contact Phone/Fax

272 This Contract Approved by the DuPage County Bar Association.

273 AM
274 Seller Rejection: This offer was presented to Seller on _____, 20__ at ____:____ AM/PM
and rejected on _____, 20__ at ____:____ AM/PM _____ (Seller Initials).

* Buyer's agent is an officer of the corporation buying the property.

Buyer Initial AM Buyer Initial _____ Seller Initial _____ Seller Initial _____
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