

RESOLUTION NO. _____

WHEREAS, the Village of Thornton is a Home Rule Municipality; and

WHEREAS, pursuant to its Home Rule Authority, the Village of Thornton may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village of Thornton previously acquired parcels of real property for the purposes of rehabilitation, redevelopment and economic development; and

WHEREAS, the Village of Thornton has established a property sale policy including the Neighbor Sale Program; and

WHEREAS, pursuant to said policies, the Village of Thornton now desires to sell real estate located within the Village of Thornton; and

WHEREAS, that the President and Board of Trustees of the Village of Thornton have determined that it is in its best interest to sell the following real estate:

Permanent Index Number: 29-27-403-037-0000

Commonly Known As: 30 Arrowhead Drive, Thornton, IL 60476

LOT 149 IN TOEPFERS THORNWOOD SUBDIVISION, A SUBDIVISION OF THE NORTH THREE QUARTERS (N 3/4) OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THAT PART CONVEYED TO THE COUNTY OF COOK BY DEED DATED AUGUST 8, 1944, AND RECORDED SEPTEMBER 26, 1944, IN BOOK 39325, PAGE 533 AS DOCUMENT NUMBER 13363699 ACCORDING TO PLAT BOOK RECORDED MAY 8, 1956 AS DOCUMENT NUMBER 16573860, IN COOK COUNTY, ILLINOIS.

Said real estate being no longer necessary, appropriate, or required by the Village and not necessary to the public use, having never been dedicated to such use.

WHEREAS, said real estate will be purchased by Joseph Grzybowski, pursuant to the terms of the Village of Thornton Neighbor Sale Program Real Estate Contract attached hereto as

Exhibit "A".

WHEREAS, Joseph Grzybowski, shall remit payment to the Village in the amount of \$5,000.00 for the purchase of 30 Arrowhead Drive, Thornton, IL 60476, Pin: 29-27-403-037-0000 .

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Thornton as follows:

SECTION 1: That pursuant to its Home Rule Powers, the Village hereby authorizes the transfer of the following described property to Joseph Grzybowski pursuant to the Real Estate Contract for a purchase price of Five Thousand Dollars (\$5,000.00):

Permanent Index Number: 29-27-403-037-0000

Address of premises: 30 Arrowhead Drive, Thornton, Illinois 60476

LOT 149 IN TOEPFERS THORNWOOD SUBDIVISION, A SUBDIVISION OF THE NORTH THREE QUARTERS (N 3/4) OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THAT PART CONVEYED TO THE COUNTY OF COOK BY DEED DATED AUGUST 8, 1944, AND RECORDED SEPTEMBER 26, 1944, IN BOOK 39325, PAGE 533 AS DOCUMENT NUMBER 13363699 ACCORDING TO PLAT BOOK RECORDED MAY 8, 1956 AS DOCUMENT NUMBER 16573860, IN COOK COUNTY, ILLINOIS.

SECTION 2: That the President and Village Clerk of the Village of Thornton are authorized to execute any and all documents necessary to accomplish said sale.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF THORNTON,
ILLINOIS

THIS ____ DAY OF _____, 2024.

AYE: _____

NAY: _____

ABSENT: _____

APPROVED by me this _____ DAY OF _____, A.D., 2024.

Joseph Pisarzewski, Acting Mayor
Village of Thornton

ATTEST:

Nikki Katakis
Acting Village Clerk

REAL ESTATE CONTRACT

SELLER: Village of Thornton, an Illinois Municipal Corporation

ADDRESS: 115 E. Margaret Street Thornton Illinois 60476
(City) (State) (Zip)

BUYER: Joseph Grzybowski

ADDRESS: 32 Arrowhead Drive Thornton Illinois 60476
(City) (State) (Zip)

- ☐ Single Family
☐ Multi-Family
(Attach Rider 8)
☐ Townhouse
(Attach Riders 9, 9A)
☐ Condominium
(Attach Riders 9, 9A)
☐ Vacant Lot

Buyer hereby agrees to purchase and Seller agrees to sell the following described real estate, on the terms and conditions herein set forth.

DESCRIPTION OF PROPERTY: LEGAL DESCRIPTION (Attached as Exhibit A)

STREET ADDRESS: 30 Arrowhead Drive Thornton Illinois 60476
(City) (State) (Zip)

LOT SIZE: APPROXIMATELY 60 X120 FEET.

PINS: 29-27-403-037-0000

IMPROVED WITH Vacant Lot COUNTY of Cook, IL WITHIN VILLAGE/TOWN/CITY LIMITS, together with all appurtenances attached to and forming a part of the premises, for which Seller shall deliver a Bill of Sale at time of delivery of deed: existing heating, plumbing, electrical lighting fixtures, storm windows, storm doors and screens, if any; drapery rods, curtain rods, if any; fencing, if any; attached air conditioners, if any; attached outside antenna, if any; water softener (except rental units), if any; all planted vegetation; ceiling fans, if any; automatic garage door system and all related remote hand-held units, if any; and specifically including the following items of personal property now on the premises:

PRICE AND TERMS:

PURCHASE PRICE \$5,000.00

EARNEST MONEY DEPOSIT

In the form of (cash), (personal check), (cashier's check) or (judgment note due _____) \$ 500.00

BALANCE DUE AT CLOSING \$4,500.00

FINANCING: (CHECK ONE) Conventional VA (Attach Rider 3) FHA (Attach Riders 3 and 4)

This Contract is contingent upon Buyer securing within _____ days of acceptance hereof a written mortgage commitment on the real estate herein in the amount of \$ _____ or such lesser sum as Buyer accepts, with interest not to exceed _____% per year, to be amortized over _____ years; the combined origination and discount fees for such loan not to exceed _____% plus loan processing fees, if any. Buyer shall make written application for such loan within seven (7) days from date of acceptance of Contract; shall cooperate with the lender in supplying all necessary information and documentation, and shall diligently attempt to obtain the mortgage described herein. In the event the Buyer is unable to secure such loan commitment, as provided herein, Buyer shall provide written notice of same to Seller or Seller's attorney and this Contract shall become null and void and all earnest money shall be returned to Buyer. Seller must allow reasonable inspection of the premises by Buyer's the sale, closing, or rental of any other real estate. Buyer will be deemed to be in default if he obtains a loan commitment conditioned upon the sale, closing, or rental of other real estate, and fails to close this transaction as agreed. financing agent. Unless a contingent upon sale/closing provisions is attached (Rider 1) and made part of this Contract, Buyer represents that his ability to obtain financing is not subject to the sale, closing, or rental of any other real estate. Buyer will be deemed to be in default if he obtains a loan commitment conditioned upon the sale, closing, or rental of other real estate, and fails to close this transaction as agreed.

CLOSING:

The closing shall be within 60 days of Village approval, at the office of Seller's attorney or title company in the South Suburban area selected by Buyer.

Seller Initials: _____

Buyer Initials: _____

▪ **POSSESSION:** (Select one applicable option)

☒ Seller shall deliver possession to the Buyer at closing,

☐ Seller shall deliver possession to Buyer within _____ days from date of closing. Seller agrees to pay Buyer for use and occupancy the sum of \$ _____ per day for each day after closing that Seller retains possession. Seller shall be responsible for heat, utilities and home maintenance expenses during said period, and shall deliver possession of the real estate and personal property in the same condition as it is in on the date of closing. Should Seller fail to deliver possession to Buyer as agreed, Seller shall pay to Buyer beginning on the ___ day after closing, the sum of \$ _____ per day until possession is delivered to the Buyer and Buyer shall, in addition to all other remedies, have the immediate right to commence any legal action or proceeding calculated to evict and remove the Seller from the premises. Seller agrees to waive all notices required by the Forcible Entry and Detainer Act or any other statute, and consents to an immediate judgement for possession.

Seller shall deposit the sum of \$ _____ in escrow with _____, as Escrowee at the time of closing, and any monies due the Buyer for Seller's use and occupancy hereunder shall be paid to Buyer from this deposit and the balance, if any, shall be refunded to Seller. Possession shall be deemed delivered to Buyer when Seller has vacated the premises and delivered the keys to the Buyer or Escrowee. Escrow money shall be limited to delivery of possession, and funds held pursuant to this paragraph shall be used only to satisfy payment for use and occupancy. In the event of any dispute regarding this A Possession@ section, the prevailing party and Escrowee shall be reimbursed for all reasonable attorney's fees and court costs.

DEED (CONVEYANCE, LIENS, ENCUMBRANCES):

Seller shall convey or cause to be conveyed to Buyer title to the premises by a recordable quit claim deed with release of homestead rights, or Trustee's deed if applicable, in joint tenancy, if more than one Buyer, subject only to the following permitted exceptions, provided none of which shall materially restrict the reasonable use of the premises as a residence: (a) general real estate taxes not due and payable at the time of closing; (b) building lines and building laws and ordinances, use or occupancy restrictions, conditions and covenants of record; (c) zoning laws and ordinances which conform to the present usage of the premises; (d) public and utility easements which serve the premises; (e) public roads and highways, if any; (f) party wall rights and agreements, if any; and (g) limitations and conditions imposed by the Illinois Condominium Property Act and condominium declaration; if applicable. Seller shall further provide an Affidavit of Title.

PRORATIONS:

The following items, if applicable, shall be prorated as of the date of closing: (a) general real estate taxes, including special service areas, if any; (b) rents and security deposits; (c) interest on mortgage indebtedness assumed; (d) water taxes; and (e) homeowners and/or condominium/townhome association dues and assessments. Prorations of general taxes shall be on the basis of 105% of the last ascertainable (full year's) bill. If the amount of the last ascertainable tax bill reflects a homeowner, senior citizen or other exemption, Seller has, will, or authorizes Buyer to, timely submit all necessary documentation to the Assessor's Office to preserve such exemption(s). Seller represents and warrants that there are no new improvements that were not fully assessed in the prior year's tax bill. If said bill is based on a partial assessment or on an unimproved basis for improved property, a written agreement (with escrow) for final proration when the complete assessment information is available from the County Assessor shall be signed at closing by the parties.

ATTORNEY REVIEW:

Except for the purchase price, the attorneys for the parties may in good faith approve, disapprove, or make modifications to this contract within five (5) business days from the Contract Date (excluding Saturday, Sunday, and legal holidays). Notice of disapproval or modification shall be in writing, served upon the other party or his agent and, in the event of modification, shall state the specific terms to be modified and the proposed revision. ~~IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT. THE PARTIES ACKNOWLEDGE THAT MODIFICATION PURSUANT TO THIS PROVISION, SHALL CONSTITUTE A COUNTEROFFER.~~

CLEAN CONDITION:

Seller shall leave the premises in broom-clean condition. All personal property not to be conveyed to Buyer and all refuse shall be removed from the premises at Seller's expense by the possession date.

WATER AND SEWER: (Select one applicable option)

☒ The subject property is served by a city, municipal, or community water and sewage treatment system (well and septic test provision inapplicable), **OR**

☐ Well and Septic Test: The subject property is not served by a city, municipal, or community water and/or sewage treatment system. Seller, at his expense, prior to closing, shall obtain and deliver to Buyer a water test performed by or acceptable to the county in which the property is located, and a septic system test indicating that the system is in proper operating condition and in compliance with applicable state, county and local statutes. Such tests shall be performed not more than 60 days prior to the closing date. If

~~either of said written test reports indicate that the water is not potable, that the septic system is not in proper operating condition, or that the systems are not in compliance with the relevant statutes, Seller shall have the option to make the necessary repairs and bring the system(s) into compliance prior to the closing date. In the event Seller elects not to make the necessary repairs, then this Contract, at the option of Buyer, shall become null and void, and all earnest money shall be refunded to Buyer.~~

FLOOD PLAIN:

Buyer shall have the option of declaring this contract null and void within five (5) days of receipt of any written notice or disclosure, including the Residential Real Property Disclosure Report, that the property is located in a special flood plain hazard area which requires the Buyer to obtain flood insurance, or is in a wetland. This option shall not exist in the event such written notice or disclosure was provided in a Residential Real Property Disclosure Report executed by both Seller and Buyer prior to the Contract Date.

PERFORMANCE/DEFAULT/RELEASE OF EARNST MONEY:

The earnest money and this Contract shall be held by Seller's Attorney (Escrowee) for the benefit of the parties hereto, and applied to the purchase price at closing. In the event of a default by Seller or Buyer, the parties are free to pursue any legal remedies available at law or in equity.

GENERAL CONDITIONS AND STIPULATIONS:

- (a) Both Seller and Buyer agree to execute all documents and provide all information necessary to enable any lender to issue a commitment for mortgage or trust deed and to close this sale.
- (b) Seller represents that he has not received any notice from any governmental body of any ordinance, zoning or building code violation, condemnation proceeding, pending rezoning, or special assessment proceedings affecting the property.
- (c) Facsimile signatures to the Contract and Riders shall be binding as if they were original signatures. All notices herein required shall be in writing and served upon the parties at the addresses shown on this Contract or upon the attorney for such party. In the event the name and address of either party, and the party's attorney, are omitted from the contract or are illegible, written notice may be served upon such party's realtor, as their agent. Facsimile transmission of any offer, acceptance, notice, or rider herein provided to the parties, their broker or attorney, shall constitute sufficient notice or acceptance, so long as the sender retains transmittal confirmation. Notice to any one party of a multiple person party shall be sufficient service to all.
- (d) This Contract and any Riders attached hereto shall constitute the entire agreement and understanding between the Seller and Buyer, and there are no other agreements, representations, or understanding, oral or written, between the parties with respect to the subject matter of this Contract. No alteration, modification, or amendment to this Contract shall be valid unless in writing and signed by all parties.
- (e) This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, legal representatives and assigns.
- (f) The invalidity of any paragraph or subparagraph of this Contract shall not impair the validity of any other paragraph or subparagraph. If any provision of this Contract is determined to be unenforceable by a court, such provision shall be deemed severable and this Contract may be enforced with such provision severed or as modified by such court.
- (g) Prior to closing, Buyer shall have the right to enter into and make a final inspection of the premises to determine that the premises are in the condition required by the terms of the Contract. If there has been an adverse change in the condition of the premises since the Contract Date, the Seller shall restore the premises to the same condition as it was on the Contract Date, or as otherwise required by the terms of the Contract.
- (h) Seller shall pay for the State of Illinois and county real estate transfer tax stamps. Any municipal transfer tax shall be paid by the party designated in the ordinance of the municipality imposing the tax.
- (i) If Buyer has made reasonable good faith efforts to secure homeowners' insurance for the property purchased herein and is unable to secure such insurance, Buyer shall have the option to terminate this contract.
- (j) If the improvements on the property shall be destroyed or materially damaged by fire or other casualty prior to closing, the provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall apply.
- (k) If the Buyer or Seller under this Contract is an Illinois land trust, the individual beneficiaries thereto have signed their names to this Contract to indicate they are the beneficiaries of that trust, to guarantee their performance of this Contract, and to indicate that they hold the sole power of direction with regard to said trust.
- (l) In the event the terms of any Riders attached hereto conflict with the terms of this Contract, the Rider terms shall control. In all other respects, the terms of this Contract shall remain in full force and effect. Excepting handwritten, underlined, or bold italic provisions, buyer and Seller represent and warrant to each other that no alterations have been made to the text of this Contract of any Riders thereto, as published by the bar associations above. No other alterations of this contract form are permitted.

This Contract and Riders numbered 1, _____, _____, _____, _____ **RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT and LEAD BASED PAINT DISCLOSURE**, unless inapplicable, are attached hereto and incorporated herein, shall be executed by Buyer and Seller and one copy thereof delivered to Seller and one copy delivered to Buyer. **THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. IF ANY TERMS ARE NOT UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING.**

Seller Initials: _____

Buyer Initials: _____

BUYER(S): _____

SELLER: Village of Thornton

BUYER(S): By: _____

By: _____

Attest: _____

Date of Offer: _____

Date of Acceptance: _____

(To be inserted only after parties hereto have agreed to all the terms and conditions of this Contract and referred to herein as the AContract Date@).

Seller Initials: _____

Buyer Initials: _____

IDENTITY OF BROKERS AND ATTORNEYS
(Please complete when executing the Contract)

BUYER=S BROKER: N/A

(Company)

TELEPHONE: N/A

FAX: N/A

(Designated) or (Dual Agent): (Select One)

N/A

(Agent=s Name)

SELLER=S BROKER: N/A

(Company)

TELEPHONE: N/A

FAX: N/A

(Designated) or (Dual Agent): (Select One)

N/A

(Agent=s Name)

BUYER=S
ATTORNEY: _____

TELEPHONE: _____

E-Mail: _____

SELLER=S
ATTORNEY: Scott D. Dillner

Hiskes Dillner O'Donnell Marovich & Lapp, Ltd.

TELEPHONE: 708-333-1234

E-Mail scott@hdoml.com

Seller Initials: _____

Buyer Initials: _____

Real Estate Rider - #1

1. Seller shall not provide title insurance. Buyer has the option to order a title commitment at buyer's expense for an owners' policy issued by an Illinois licensed title company in the amount of the purchase price. Seller may, but shall not be required to, remove any exceptions requested by the buyer. If seller declines to remove exceptions requested by the buyer then the buyer may elect to terminate this contract and any earnest monies paid by the buyer shall be refunded.
2. Seller shall not provide survey. Buyer has the option of ordering a survey for the property at buyer's expense. Seller may, but shall not be required to, remove encroachments shown by the survey. If the seller declines to remove encroachments requested by buyer then the buyer may elect to terminate this contract and any earnest monies paid by the buyer shall be refunded.
3. Property is tax exempt and municipally owned. There shall be no tax proration at closing.
4. The parties are advised that all documents may be subject to disclosure under the Illinois Freedom of Information Act.
5. Defense of collateral attacks against deed, appeals, any pre-taxed and post-taxed deed proceeding shall be the sole responsibility of the buyer.
6. Closing shall take place within 60 days of Village approval.
7. Grantee to be **Joseph Grzybowski**, only, contract may not be assigned.
8. Buyer to maintain property and pay real estate taxes when due.
9. Contract contingent upon Village Board approval
10. Terms of this Rider supersede the terms of the contract.

Dated this _____ day of _____, 2024.

Buyer

Seller

Joseph Grzybowski

Print name

Print name