

**Exhibit A**

**Purchase Agreement**

(attached)

**AGREEMENT FOR THE PURCHASE OF PARKING GARAGES, AN  
INGRESS/EGRESS EASEMENT AND AN EASEMENT FOR ADDITIONAL PARKING  
SPACES AT 109-115 W. ST. CHARLES ROAD, LOMBARD, ILLINOIS**

THIS AGREEMENT (hereinafter the "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date"), by and between PARK WEST CONDOMINIUM ASSOCIATION OF LOMBARD, AN ILLINOIS NOT-FOR-PROFIT CORPORATION (hereinafter "Park West") and the VILLAGE OF LOMBARD, AN ILLINOIS MUNICIPAL CORPORATION (hereinafter the "Village") (Park West and the Village may sometimes be referred to herein collectively as the "Parties" or individually as a "Party").

**RECITALS**

- A. Park West, successor to The Park West Residential Condominium Association, an Illinois not-for-profit corporation, is the governing body for all of the unit owners of the Park West Residential Condominiums (hereinafter individually a "Unit Owner" or collectively the "Unit Owners"), as defined in that certain Declaration of Condominium Ownership and Easements, Restrictions & Covenants for The Park West Residential Condominiums recorded with the Recorder of Deeds of DuPage County on July 8, 2002, as Document Number R2002-174697 (hereinafter the "Declaration"), and is responsible for the administration and operation of that certain real property commonly known as Units 200, 201, 202, 300, 301, 302, 400, 401 and 402, 105 West St. Charles Road, Lombard, Illinois, 60148, and legally described on **Exhibit A**, attached hereto and made part hereof (hereinafter the "Park West Property"). The nine (9) condominium units comprising the Park West Property shall hereinafter be referred to individually as a "Condo Unit", or collectively as the "Condo Units".
- B. Adjacent to, and to the West of, the Park West Property is the real property commonly known as 109-115 West St. Charles Road, Lombard, Illinois, and identified by permanent index number 06-07-209-009, which is improved with a ground-level striped parking lot, together with a nine(9)-car garage building (hereinafter the "Garage") located on the southern boundary of the property, which property is legally described in **Exhibit B** attached hereto and made a part hereof (the "Hummer Trust Property"). The nine (9) individual garage spaces that constitute the Garage shall hereinafter be referred to individually as a "Garage Space," or collectively as the "Garage Spaces."
- C. Park West's Unit Owners currently park, under a claim of right, in the Garage, the location of which is depicted on **Exhibit C** attached hereto and made a part hereof, and in five (5) undesignated parking spaces located within the parking lot on the Hummer Trust Property, as required by the parking requirements of the Lombard Village Code.

- D. The record owner of the Hummer Trust Property is the Wayne Hummer Trust Company, N.A., as Trustee under a trust agreement dated December 1, 2009 and known as Trust No. SBL3127 (hereinafter the "Hummer Trust"), who acquired the Hummer Trust Property by way of tax deed.
- E. The Village desires to acquire, at its sole discretion and upon terms acceptable to it, the Hummer Trust Property from the Hummer Trust, for the purpose of securing public parking for the Village's downtown district and its amenities.
- F. In the event that the Village is successful in acquiring the Hummer Trust Property from the Hummer Trust, the Village agrees to convey to Park West, according to the terms and conditions of this Agreement, and Park West agrees to accept according to the terms and conditions of this Agreement, by quitclaim deed from the Village, title to the Garage, together with the land under the Garage, with the exception of the approximately 3.5 feet of the Garage and the land thereunder that encroaches onto the adjacent property to the West of the Hummer Trust Property (hereinafter the "Garage Lot"), along with the right to ingress and egress over the existing driveways on the Hummer Trust Property, so long as such ingress and egress does not interfere with the Village's use of, or any existing easements on, the Hummer Trust Property. The legal description of the Garage Lot, which is being conveyed to Park West by the Village pursuant to this Agreement, is attached hereto as **Exhibit D** and made a part hereof.
- G. The Parties expressly acknowledge that the Village is not conveying the entire Garage to Park West, as approximately 3.5 feet of the Garage encroaches onto the real property directly to the West of the Garage Lot, which the Village does not own, as depicted in the ALTA survey attached hereto as **Exhibit E** and made a part hereof. Nonetheless, it is the desire of Park West to purchase the Garage Lot, and the portion of the Garage located thereon, despite the encroachment depicted in **Exhibit E**. The Village makes no representation as to the legal right of Park West to use this approximately 3.5 feet of the Garage which is subject to the encroachment.

NOW THEREFORE, in consideration of the premises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The Recitals are hereby incorporated herein as material terms of this Agreement.
2. **Vesting Deed from Hummer Trust.** The Village shall record the vesting deed from the Hummer Trust conveying the Hummer Trust Property to the Village with the Recorder of Deeds of DuPage County, Illinois, and shall provide a copy of the recorded deed to Park West. This Agreement shall be null and void, and of no force or effect, in the event that the Village does not obtain title to the Hummer Trust Property from the Hummer Trust on or before January 31, 2014.

3. **Conveyance of Garage Lot to Park West.** Provided the Village acquires title to the Hummer Trust Property, by January 31, 2014, the Village shall convey the Garage Lot to Park West by quitclaim deed (hereinafter the "Park West Vesting Deed"), subject to the following conditions precedent, and payment of the consideration outlined in Sections 5 and 6 of this Agreement:
- A. Within forty-five (45) days of the effective date of this Agreement, Park West shall adopt amendments to the Declaration as follows:
    - i. Adding the Garage Lot containing the Garage Spaces to the Declaration, including provisions for the cost for all maintenance, repair, replacement and management of the Garage Lot and all improvements thereon. Further, the amendment to the Declaration adding the Garage Lot to the Declaration shall fully comply with the Illinois Condominium Property Act, 765 ILCS 605/1, *et seq.*, and include a condominium plat of the Garage, exclusive of the portion encroaching on the property to the West, and the Garage Lot, establishing a separate legal description for each of the nine (9) Garage Spaces, and said legal descriptions shall be sufficient for the creation of permanent index numbers for each Garage Space for real estate tax purposes.
    - ii. Making the Garage Spaces, exclusive of the portion of the Garage encroaching onto the property to the West, appurtenant to the corresponding individual Condo Units of Park West, as provided for in **Exhibit F**, which is attached hereto and made a part hereof, with, no part of any interest in a Garage Space being able to be sold, transferred or otherwise disposed of except as part of a sale, transfer or other disposition of the individual Condo Unit to which such interest is appurtenant, and with the right to use a Garage Space not being a personal right of any particular individual, but rather being appurtenant to the Condo Unit, such that the right does not exist separate from the ownership of the Condo Unit.
  - B. Park West shall provide the Village's attorney with a draft of the proposed amendments to the Declaration, as required by this Agreement, prior to the adoption thereof, and Park West shall not approve the amendments to the Declaration without the prior written approval of the Village's attorney. Further, the amendments to the Declaration shall be adopted in full compliance with the Illinois Condominium Property Act, 765 ILCS 605/1, *et seq.*, and the Declaration, and Park West shall provide the Village with proof thereof, upon adoption of the amendments to the Declaration.
4. **Nonexclusive Easements for Surface Parking and Ingress/Egress.** Subject to satisfaction of all of Park West's obligations under this Agreement, the Village shall grant a nonexclusive easement to Park West, which provides

Park West with the permanent, nonexclusive right to park nine (9) passenger vehicles (no commercial vehicles) in parking spaces within the striped parking lot on the Hummer Trust Property (hereinafter the "Parking Easement"), with such parking spaces to be subject to availability. The Village makes no representations or warranties regarding the availability of nine (9) parking spaces at any given time within the striped parking lot on the Hummer Trust Property.

Further, subject to satisfaction of all of Park West's obligations under this Agreement, the Village shall grant a perpetual, nonexclusive ingress/egress easement to Park West for passenger vehicle (no commercial vehicles) access, ingress and egress purposes (hereinafter the "Ingress/Egress Easement"), over, upon, across and through the portion of the Hummer Trust Property legally described in **Exhibit G** attached hereto and made a part hereof. The Ingress/Egress Easement shall be for the sole use and benefit of Park West, the Units Owners, and their tenants and invitees. Further, the Ingress/Egress Easement shall not be used so as to interfere with the Village's use of, or any existing easements on, the Hummer Trust Property.

5. **Purchase Price.** In consideration of the Village's conveyance of fee title to the Garage Lot to Park West and the Village's granting of the Parking Easement and the Ingress/Egress Easement to Park West, Park West agrees to provide the Village with a properly executed promissory note and mortgage (hereinafter the "Park West Mortgage"), in the form attached hereto as **Exhibit H** and made a part hereof, in the total amount of Fifty-Seven Thousand Eight Hundred Eighty-Eight and No/100 Dollars (\$57,888.00) (hereinafter the "Purchase Price"), to be recorded against the Garage Lot. The Purchase Price is comprised of the following:
  - A. Forty-Five Thousand and No/100 Dollars (\$45,000.00) for the Garage Lot (Five Thousand and No/100 Dollars (\$5,000.00) for each Garage Space); and
  - B. Twelve Thousand Eight Hundred Eighty-Eight and No/100 Dollars (\$12,888.00) for the Parking Easement and the Ingress/Egress Easement.
6. **Conveyance of Garage Spaces to Unit Owners.** Within thirty (30) days of the adoption of the amendments to the Declaration required by Section 3A above, Park West shall take the following actions:
  - A. Prepare, execute and record sufficient legal instruments conveying fee title to the Garage Spaces to the corresponding owners of the Condo Units, as provided for in **Exhibit F** hereto, except as provided for in Section 9 below.
  - B. As a condition precedent to conveyance of the Garage Spaces to the

Unit Owners, Park West shall obtain and deliver to the Village nine (9) fully executed promissory notes and mortgages, in the form attached hereto as **Exhibit I** and made a part hereof, from each of the Unit Owners (hereinafter individually a "Unit Owner Mortgage" or collectively the "Unit Owner Mortgages"), to be recorded against a Unit Owner's Garage Space and Condo Unit. The Unit Owner Mortgages shall name the respective individual Unit Owner(s) as the mortgagor, and the Village as mortgagee, and be in the amount of Six Thousand Four Hundred Thirty-Two and No/100 Dollars (\$6,432.00) each, payable according to the terms and conditions of the Unit Owner Mortgages and this Agreement.

7. **Release of Park West Mortgage.** Upon receipt of each of the nine (9) properly executed Unit Owner Mortgages, totaling Fifty-Seven Thousand Eight Hundred Eighty-Eight and No/100 Dollars (\$57,888.00), the Village shall provide Park West with a release of the Park West Mortgage, to be recorded at the expense of Park West.
8. **Paydown of Unit Owner Mortgages.** An individual Unit Owner Mortgage shall be paid down by providing the Village with certified funds in the amount of Six Thousand Four Hundred Thirty-Two and No/100 Dollars (\$6,432.00), which shall be payable to the Village immediately upon a Unit Owner transferring fee title to his/her Condo Unit and Garage Space to any other person, including, without limitation, transfers occurring upon the death of a Unit Owner.
9. **Delay of Transfer Due to Foreclosure.** Park West shall convey a Garage Space only to a Unit Owner whose mortgage on his/her Condo Unit is not in default or foreclosure. In the event a Unit Owner's Condo Unit is in default or foreclosure, Park West shall delay conveying any interest in a Garage Space to the Unit Owner until such default or foreclosure has been cured or dismissed.
10. **Maintenance Responsibilities.** The Village shall be responsible only for the maintenance of the parking lot that is on the Hummer Trust Property, including but not limited to blacktop, striping, signage, snow plowing, enforcement, debris removal and the like, specifically excluding the Garage and Garage Lot.
11. **Escrow Trust.** The Parties hereby agree that the transaction contemplated by this Agreement, and the conditions precedent thereto, shall be consummated and satisfied through the creation of an escrow trust pursuant to the Escrow Instructions attached hereto as **Exhibit J** and made a part hereof.
12. **Due Diligence Investigation.** Park West expressly acknowledges that it has conducted its due diligence investigation concerning the condition of the improvements upon the Garage Lot and will take title to the Garage Lot in an "as is" condition. Park West further and expressly acknowledges that it has

conducted its due diligence investigation concerning the title to the Garage Lot, including all liens and encumbrances, and has consulted with an attorney of its choosing concerning the title to the Garage Lot and is satisfied with the condition of said title. It shall be Park West's responsibility to remove all objectionable liens and encumbrances, if any, from the title to the Garage Lot. **THE VILLAGE MAKES NO WARRANTIES OF ANY KIND CONCERNING THE MERCHANTABILITY OF THE TITLE TO THE GARAGE LOT.**

13. **Encroachment.** The Village hereby agrees that in the event the Village acquires fee title to the real property adjacent to and immediately to the West of the Garage Lot, onto which the Garage encroaches, as shown in **Exhibit E** hereto, the Village shall convey to Park West the real property necessary to cure the encroachment, without any additional cost to Park West, as the Parties agree that the Five Thousand and No/100 Dollars (\$5,000.00) component of the Purchase Price, for a Garage Space, is sufficient consideration therefore. However, the Village has no obligation to acquire said property, and the Village's obligations under this Section 13 are expressly contingent upon the Village acquiring fee title to said property, which shall be within the sole discretion of the Village. Further, the Village's obligations under this Section 13 are expressly contingent upon Park West acquiring fee title to the Garage Lot under this Agreement, transferring title to the Garage Spaces to the Unit Owners, in compliance with Section 6 above, and otherwise being in full compliance with this Agreement.
14. **Release and Indemnification of Village by Park West.** Park West, its successors and assigns, shall indemnify, release, defend and hold the Village and its elected officials, officers, agents and employees harmless against any and all claims, causes of action or liabilities arising out of Park West's performance of, or failure to perform its obligations under this Agreement. Park West, its successors and assigns, hereby release and hold harmless the Village from any and all claims, causes of action or liabilities of any kind which Park West may now or in the future have against the Village or its elected officials, officers, agents or employees, with respect to the Hummer Trust Property, the Garage Lot or the Garage, or development of the Hummer Trust Property.
15. **Authority to Effectuate Agreement.** Park West represents and warrants to the Village that it has and will take all necessary corporate actions, and has received or will receive all necessary approvals, to effectuate the foregoing agreements, all of which shall be taken in full compliance with the Illinois Condominium Property Act, 765 ILCS 605/1, *et seq.*, and the Declaration.
16. **Effective Date.** The "Effective Date" shall mean the date that this Agreement is executed and approved by the Village, which date shall be that date next to the Village's signature below.

IN WITNESS WHEREOF, the parties hereto enter into this Agreement as of the Effective Date.

Park West Condominium Association  
of Lombard, an Illinois not-for-profit  
corporation

By: Andrew Gurney

Name: AG

Title: President

Date: 11/27/13

Village of Lombard, an Illinois  
municipal corporation

By: [Signature]

Name: Keith T. Giagnorio

Title: Village President

Date: \_\_\_\_\_

ATTEST:

By: Sherril Anderson

Name: SHERRI L. ANDERSON

Title: Secretary

Date: 11/27/13

ATTEST:

By: [Signature]

Name: Janet Downer

Title: Deputy Village Clerk

Date: \_\_\_\_\_



## EXHIBIT A

### Legal Description of Park West Property

#### Legal Description:

UNIT 200 IN THE PARK WEST RESIDENTIAL CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 1 IN ZITT'S RESUBDIVISION OF PART OF LOT 1 IN BLOCK 19 IN ORIGINAL TOWN OF LOMBARD, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, ACCORDING TO THE PLAT OF SAID ZITT'S RESUBDIVISION RECORDED NOVEMBER 19, 1991 AS DOCUMENT R91-153504, IN DUPAGE COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER R2002-174697, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Property Address: **105 W. St. Charles Road, Unit 200, Lombard, IL 60148**

Permanent Index Number: 06-07-227-001

#### Legal Description:

UNIT 201 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PARK WEST RESIDENTIAL CONDOMINIUM AS DELINEATED AND DEFINED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER R2002-174697, AS AMENDED FROM TIME TO TIME, IN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Property Address: **105 W. St. Charles Road, Unit 201, Lombard, IL 60148**

Permanent Index Number: 06-07-227-004

#### Legal Description:

UNIT 202 IN THE PARK WEST RESIDENTIAL CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 1 IN ZITT'S RESUBDIVISION OF PART OF LOT 1 IN BLOCK 19 IN ORIGINAL TOWN OF LOMBARD, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, ACCORDING TO THE PLAT OF SAID ZITT'S RESUBDIVISION RECORDED NOVEMBER 19, 1991 AS DOCUMENT R91-153504, IN DU PAGE COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER R2002-174697, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Property Address: **105 W. St. Charles Road, Unit 202, Lombard, IL 60148**

Permanent Index Number: 06-07-227-007

Legal Description:

UNIT 300 IN THE PARK WEST RESIDENTIAL CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 1 IN ZITT'S RESUBDIVISION OF PART OF LOT 1 IN BLOCK 19 IN ORIGINAL TOWN OF LOMBARD, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, ACCORDING TO THE PLAT OF SAID ZITT'S RESUBDIVISION RECORDED NOVEMBER 19, 1991 AS DOCUMENT R91-153504, IN DU PAGE COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER R2002-174697, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Property Address: **105 W. St. Charles Road, Unit 300, Lombard, IL 60148**

Permanent Index Number: 06-07-227-002

Legal Description:

UNIT 301 IN THE PARK WEST RESIDENTIAL CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 1 IN ZITT'S RESUBDIVISION OF PART OF LOT 1 IN BLOCK 19 IN ORIGINAL TOWN OF LOMBARD, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, ACCORDING TO THE PLAT OF SAID ZITT'S RESUBDIVISION RECORDED NOVEMBER 19, 1991 AS DOCUMENT R91-153504, IN DU PAGE COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER R2002-174697, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Property Address: **105 W. St. Charles Road, Unit 301, Lombard, IL 60148**

Permanent Index Number: 06-07-227-005

Legal Description:

UNIT 302 IN THE PARK WEST RESIDENTIAL CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 1 IN ZITT'S RESUBDIVISION OF PART OF LOT 1 IN BLOCK 19 IN ORIGINAL TOWN OF LOMBARD, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, ACCORDING TO THE PLAT OF SAID ZITT'S RESUBDIVISION RECORDED NOVEMBER 19, 1991 AS DOCUMENT R91-153504, IN DU PAGE COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER R2002-174697, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Property Address: **105 W. St. Charles Road, Unit 302, Lombard, IL 60148**

Permanent Index Number: 06-07-227-008

Legal Description:

UNIT NO. 400, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PARK WEST RESIDENTIAL CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER R2002-174697, AS AMENDED FROM TIME TO TIME, IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Property Address: **105 W. St. Charles Road, Unit 400, Lombard, IL 60148**

Permanent Index Number: 06-07-227-003

Legal Description:

UNIT 401 IN THE PARK WEST RESIDENTIAL CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 1 IN ZITT'S RESUBDIVISION OF PART OF LOT 1 IN BLOCK 19 IN ORIGINAL TOWN OF LOMBARD, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, ACCORDING TO THE PLAT OF SAID ZITT'S RESUBDIVISION RECORDED NOVEMBER 19, 1991 AS DOCUMENT R91-153504, IN DU PAGE COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER R2002-174697, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Property Address: **105 W. St. Charles Road, Unit 401, Lombard, IL 60148**

Permanent Index Number: 06-07-227-006

Legal Description:

UNIT 402 IN THE PARK WEST RESIDENTIAL CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 1 IN ZITT'S RESUBDIVISION OF PART OF LOT 1 IN BLOCK 19 IN ORIGINAL TOWN OF LOMBARD, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, ACCORDING TO THE PLAT OF SAID ZITT'S RESUBDIVISION RECORDED NOVEMBER 19, 1991 AS DOCUMENT R91-153504, IN DU PAGE COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER R2002-174697, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Property Address: **105 St. Charles Road, Unit 402, Lombard, IL 60148**

Permanent Index Number: 06-07-227-009

EXHIBIT B

Legal Description of Hummer Trust Property

Legal Description:

LOT 2 IN BLOCK 19 IN TOWN OF LOMBARD, BEING A SUBDIVISION IN SECTIONS 5,6,7,8 AND 18, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 1868 AS DOCUMENT 9483, IN DUPAGE COUNTY, ILLINOIS.

Property Address: **109-115 W. St. Charles Road, Lombard, IL 60148**

Permanent Index Number: 06-07-209-009

**EXHIBIT C**

**Aerial View of Garage**

**Attached**

Park West  
06-07-226-001  
06-07-227-001 thru -009

ST CHARLES

117 W. St. Charles  
06-07-209-009

117 W. St. Charles  
06-07-206-023

Parkview Pointe  
06-07-224-001 -002  
06-07-225-001 thru -024

8 spaces leased from 117 W St Charles  
Driveway Corp to Parkview Pointe  
Commercial Association through 2020

3 spaces

1 ADA  
space

1 ADA  
space

28 spaces

1 ADA  
space

5 spaces

19 indoor spaces  
Parkview Pointe

5 spaces

9-car garage  
Park West

5 spaces

1 space

1 space leased from 117 W. St. Charles  
Driveway Corp to Parkview Pointe  
Residential Association through 2020

6-car garage  
Parkview Pointe

MICHAEL

UNION PACIFIC RAILROAD

EXHIBIT D

Legal Description of Garage Lot

Legal Description:

THAT PART OF LOT 2 IN BLOCK 19 TOWN OF "LOMBARD", BEING A SUBDIVISION IN SECTIONS 5, 6, 7, 8 AND 18, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 1868 AS DOCUMENT 9483 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 09 DEGREES 21 MINUTES 40 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 22.39 FEET TO THE NORTHERLY EDGE OF AN EXISTING ROOF EAVE OVERHANG; THENCE NORTH 78 MINUTES 54 MINUTES 58 SECONDS EAST ALONG SAID NORTHERLY EDGE, A DISTANCE OF 87.66 FEET; THENCE SOUTH 11 DEGREES 05 MINUTES 02 SECONDS EAST ALONG THE EASTERLY EDGE OF SAID ROOF EAVE OVERHANG, A DISTANCE OF 21.95 FEET TO A POINT ON THE SOUTH LINE OF LOT 2; THENCE SOUTH 78 DEGREES 38 MINUTES 11 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 2, A DISTANCE OF 88.33 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

**EXHIBIT E**

**ALTA Survey of Garage Showing the Encroachment**

**Attached**



# ALTA/ACSM LAND TITLE SURVEY

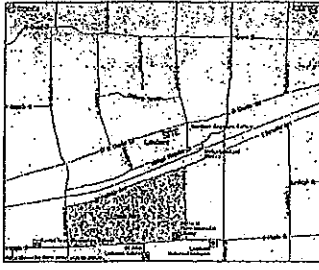
BY  
**GENTILE AND ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS

LOT 2 IN BLOCK 19 TOWNSHIP OF "LANSARD", BEING A SUBDIVISION IN SECTIONS 6, 7, 8 AND 19, TOWNSHIP 35 NORTH, RANGE 11, EAST OF THE THIRD MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED APRIL 24, 1968 AS DOCUMENT #343, IN DUPage COUNTY, ILLINOIS.

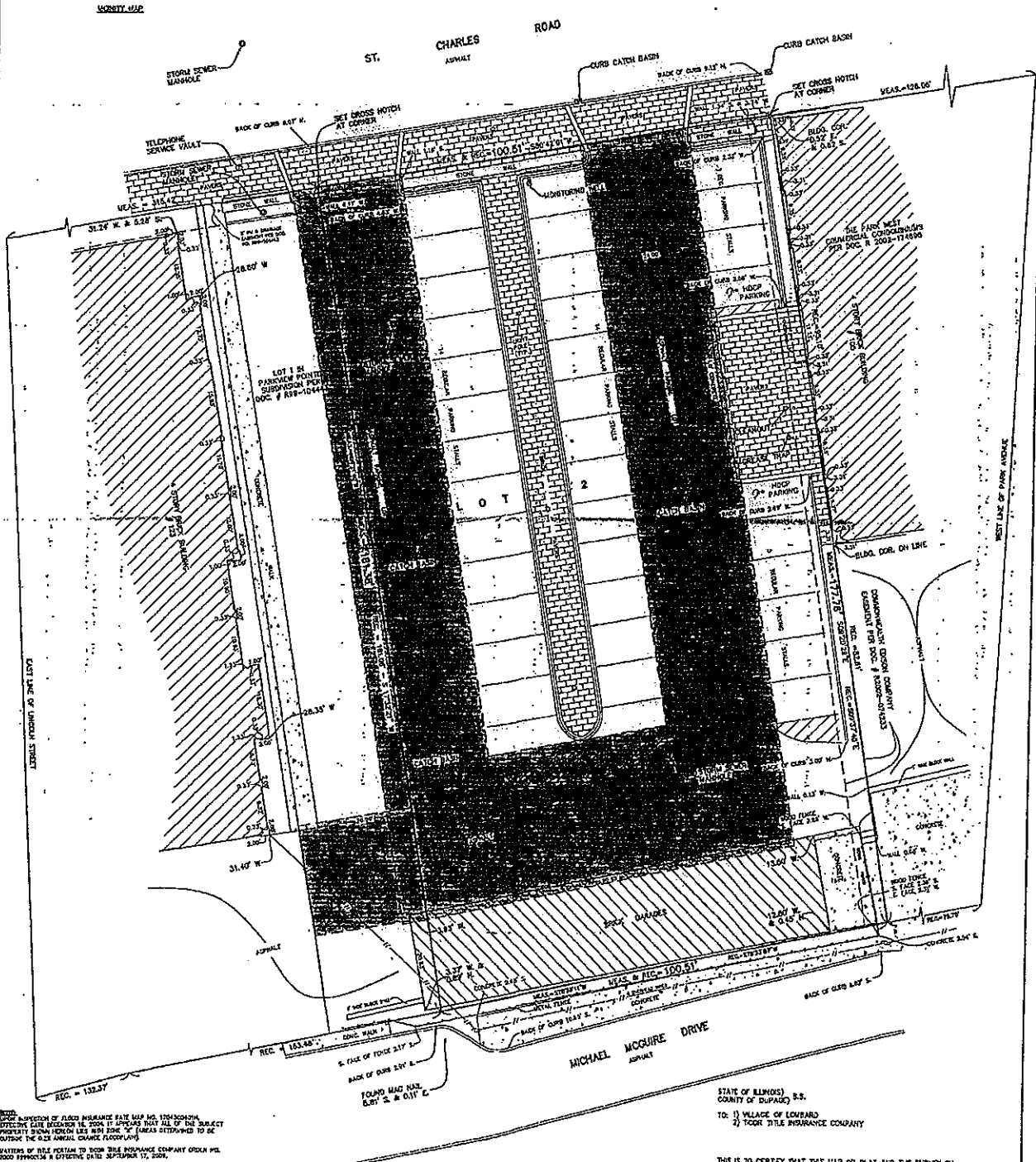
CONTAINING: 18,042.97 sq. ft. (0.41 acres)

PROPERTY COMMONLY KNOWN AS: 115 W. ST. CHARLES ROAD, LANSARD, ILLINOIS.

250 E. ST. CHARLES PLACE  
LANSARD, ILLINOIS 60141  
PHONE: (815) 916-4282  
FAX: (815) 916-9264



LOCATION MAP



NOTE: REVISION OF ALTA/ACSM SURVEY MAP NO. 1000000000  
EFFECTIVE DATE 10/08/10. IT IS STATED THAT ALL OF THE SUBJECT  
PROPERTY SHOWN HEREON WAS OWNED BY THE SURVEYOR OR HIS  
SUCCESSORS AND THAT THE SAME WAS DETERMINED TO BE  
OUTSIDE THE PLAT ANNUAL CHANGE FLOORPLANS.

MATTERS OF TITLE PERTAIN TO YOUR TITLE INSURANCE COMPANY ORDER NO.  
1000 89000136 & DETERMINE DATE: 20-APRIL 17, 2009.

BASE SCALE: 1 INCH = 30 FEET  
DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF

CONVEYED BY: VILLAGE OF LANSARD  
DRAWN BY: JMS  
CHECKED BY: JMS  
SURVEYED BY: JMS

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT  
ANY DIFFERENCE FOR BUILDING LINE AND OTHER RESTRICTIONS NOT  
SHOWN HEREON REFER TO YOUR ABSTRACT QUO, CONTRACT AND ZONING  
ORDINANCE.

DRIVEWAY EASEMENT PER DOC.  
NUMBERS R2000-178427 & R2000-178428

ORDER NO. 10-10033

STATE OF ILLINOIS  
COUNTY OF DUPage  
TO: 1) VILLAGE OF LANSARD  
2) TOWN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON  
WHICH IT IS BASED WERE MADE BY ACCORDANCE WITH MINIMUM  
STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE  
SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND  
NSPS IN 2003, AND INCLUDES THEM 1, 2, 3, 4, 7, 8, 9, 10, 11, 14  
OF TABLE "A" THEREOF, PURSUANT TO THE ACCURACY STANDARDS  
AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE  
OF THIS CERTIFICATION, UNDESIGNED PARTIAL DETAILS THAT

IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF  
ILLINOIS, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED  
THAT WHICH IS SPECIFIED THEREIN.

DRAWN UNDER MY HAND AND SEAL THIS 27th DAY OF APRIL, A.D. 2010.

SIGNED: *[Signature]*  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2727  
MY LICENSE EXPIRES NOVEMBER 30, 2009  
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 18,0001870

**EXHIBIT F**

**List of Condo Units with Appurtenant Garage Spaces**

- |  |                          |
|--|--------------------------|
| 1. Timothy R. Viohi and Juliana Kerr Viohi | Unit 402, Garage Space 1 |
| 2. Philip A. Bush                          | Unit 301, Garage Space 2 |
| 3. Andrew M. Gurney                        | Unit 200, Garage Space 3 |
| 4. Diya Enterprise LLC                     | Unit 202, Garage Space 4 |
| 5. David Jensen and Dean Jensen            | Unit 401, Garage Space 5 |
| 6. Cherisha M. Shah                        | Unit 201, Garage Space 6 |
| 7. Barbara Heneghan                        | Unit 300, Garage Space 7 |
| 8. Sherri L. Anderson                      | Unit 302, Garage Space 8 |
| 9. Michael Santiemmo                       | Unit 400, Garage Space 9 |

**EXHIBIT G**

**Legal Description of Ingress/Egress Easement**

Legal Description:

THAT PART OF LOT 2 IN BLOCK 19 TOWN OF "LOMBARD", BEING A SUBDIVISION IN SECTIONS 5, 6, 7, 8 AND 18, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 1868 AS DOCUMENT 9483 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 80 DEGREES 42 MINUTES 01 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 09 DEGREES 20 MINUTES 29 SECONDS EAST ALONG A LINE 18.00 FEET WEST AND PARALLEL WITH THE EAST LINE OF SAID LOT 2, A DISTANCE OF 157.09 FEET TO THE NORTH FACE OF EXISTING BRICK GARAGE BUILDING; THENCE SOUTH 78 DEGREES 54 MINUTES 58 SECONDS EAST ALONG SAID NORTH FACE OF GARAGE BUILDING, A DISTANCE OF 82.49' TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 09 DEGREES 21 MINUTES 40 SECONDS WEST ALONG SAID WEST LINE OF LOT 2, A DISTANCE OF 159.66 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 80 DEGREES 42 MINUTES 01 SECONDS EAST ALONG NORTH LINE OF SAID LOT 2, A DISTANCE OF 18.00 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 40 SECONDS EAST ALONG A LINE 18.00 FEET EAST AND PARALLEL WITH SAID WEST LINE OF LOT 2, A DISTANCE OF 128.61 FEET, THENCE NORTH 80 DEGREES 19 MINUTES 42 SECONDS EAST, A DISTANCE OF 40.47 FEET; THENCE NORTH 09 DEGREES 20 MINUTES 29 SECONDS WEST ALONG A LINE 42.00 FEET WEST AND PARALLEL WITH EAST LINE OF SAID LOT 2 TO SAID NORTH LINE OF LOT 2; THENCE NORTH 80 DEGREES 42 MINUTES 01 SECONDS EAST ALONG SAID NORTH LINE OF LOT 2, A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT H

Park West Promissory Note and Mortgage

Attached

PROMISSORY NOTE

\$57,888.00

\_\_\_\_\_, 2013  
Lombard, Illinois

FOR VALUE RECEIVED, the undersigned, between PARK WEST CONDOMINIUM ASSOCIATION OF LOMBARD, an Illinois not-for-profit corporation ("Borrower") promises to pay to the order of the VILLAGE OF LOMBARD, an Illinois municipal corporation, whose mailing address is 255 East Wilson, Lombard, Illinois 60148 ("Lender"), the principal sum of FIFTY SEVEN THOUSAND EIGHT HUNDRED AND EIGHTY-EIGHT AND NO/100 DOLLARS (\$57,888.00), without interest, at the time or times, in the manner and upon the terms and conditions provided in this Note.

**1. PAYMENTS UNDER NOTE.**

(A) This Note is made pursuant to the terms and conditions of a certain Purchase Agreement Borrower entered into, by, and between the Borrower and Lender dated \_\_\_\_\_, 2013, which said Purchase Agreement comprised the agreement between the Borrower and Lender regarding the terms and conditions of the loan. A true and accurate copy of the Purchase Agreement is attached hereto as Exhibit A.

(B) Pursuant to the Purchase Agreement, the conveyance of the Garage Property shall be subject to Park West reimbursing the Village in the amount of FIFTY SEVEN THOUSAND EIGHT HUNDRED AND EIGHTY-EIGHT AND NO/100 DOLLARS (\$57,888.00) payable under the provisions of the Purchase Agreement.

**2. MORTGAGE.**

This Note is secured without limitation as provided in that certain mortgage dated as of an even date herewith, executed by the Borrower for the benefit of Lender ("Mortgage").

**3. MAKING OF PAYMENTS.**

All payments are payable pursuant to the provisions of the Purchase Agreement.

**4. MISCELLANEOUS.**

(A) Borrower and all other parties liable hereon, whether as principal, endorser or otherwise, hereby severally waive presentment, demand for payment, notice of intention to accelerate, notice of acceleration, protest and notice of dishonor and waive recourse to suretyship defenses generally, including extensions of time, release of security or other indulgences that may be granted by Lender to Borrower or any other party liable hereon, and also agree to pay all Collection Expenses.

(B) Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any right or remedy

by Lender. The acceptance by Lender of payment of any sum payable hereunder after the due date of such payment shall not be a waiver of the right of Lender to (i) declare an event of default for failure to make prompt payment, unless waived in writing by Lender, or (ii) require prompt payment when due of all other sums payable hereunder.

(C) This Note may not be changed, modified or terminated except in writing signed by Lender and Borrower.

(D) This Note and the rights and duties of the parties hereunder shall be governed for all purposes by the laws of the State of Illinois and the laws of the United States applicable to transactions within such State.

(E) This Note shall be the joint and several obligation of all makers, endorsers, guarantors and sureties, and shall be binding upon them and their respective successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Notwithstanding anything herein to the contrary, Borrower may not assign or otherwise transfer its rights or obligations under this Note without the prior written consent of Lender. (The term "Lender" shall mean the holder of this Note at the time in question.)

(F) It is expressly agreed that time is of the essence with respect to this Note.

(G) Upon occurrence of an Event of Default hereunder, Borrower shall have the obligation to reimburse Lender for all reasonable, related "Collection Expenses" incurred by Lender as a result of a default, including, but not limited to, all travel costs, third party appraisal fees, environmental report preparation and testing fees, architectural and engineering expenses and legal fees and expenses.

(H) Except as otherwise expressly provided herein, any notice required or desired to be given hereunder shall be in writing, and shall be deemed to have been given (i) three (3) Business Days after deposit in the United States mails, with proper postage prepaid, (ii) one (1) Business Day after deposited with a reputable overnight courier with all charges prepaid, or (iii) when delivered, if hand-delivered by messenger, all of which shall be properly addressed to the party to be notified and sent to the address set forth herein.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**  
**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, this Note has been executed as of the date first set forth above.

**BORROWER:**

PARK WEST CONDOMINIUM ASSOCIATION  
OF LOMBARD, an Illinois not-for-profit  
corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed and accepted by Lender as of the date first set forth above.

**LENDER:**

VILLAGE OF LOMBARD, an Illinois municipal  
corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Prepared by and after  
Recording return to:  
Jason A. Guisinger  
Klein, Thorpe & Jenkins  
20 N. Wacker, Suite 1660  
Chicago, Illinois 60606

## MORTGAGE

THIS MORTGAGE (the "Mortgage") is made as of \_\_\_\_\_, by and between PARK WEST CONDOMINIUM ASSOCIATION OF LOMBARD, an Illinois not-for-profit corporation (the "Mortgagor") and the VILLAGE OF LOMBARD, an Illinois municipal corporation (the "Mortgagee").

FOR VALUE RECEIVED, Mortgagor mortgages and warrants to Mortgagee property located in the Village of Lombard, County of DuPage and State of Illinois, and legally described as set forth in Exhibit A attached hereto and made a part hereof, together with the easements, improvements, hereditaments, and appurtenances now or hereafter belonging thereto and the rents, income, and profits from there and all fixtures now or hereafter attached to or used in connection therewith, and all plumbing, heating, air conditioning, kitchen and ventilating equipment now or hereafter located thereon, which shall be deemed to be fixtures and a part of the realty, all of the foregoing being collectively referred to herein as the "Premises."

This Mortgage is given pursuant to the terms and conditions of a certain Purchase Agreement (the "Purchase Agreement") entered into by, and between, the Mortgagor and Mortgagee dated \_\_\_\_\_, 2013, the terms of which are hereby incorporated by reference. The Purchase Agreement comprised the agreement between the Mortgagor and Mortgagee regarding the terms and conditions of the loan. A true and accurate copy of the Purchase Agreement is attached hereto as Exhibit B and made a part hereof.

This Mortgage is made and given by the Mortgagor in the amount of FIFTY-SEVEN THOUSAND EIGHT HUNDRED AND EIGHTY-EIGHT AND NO/100 DOLLARS (\$57,888.00), which is payable as defined in the Purchase Agreement, without interest, and for the purpose of further securing the payment of any and all sums, indebtedness as hereinafter referred to and all liabilities of any and every kind now or hereafter owing and to become due from Mortgagor to Mortgagee, whether direct, indirect, primary, secondary, fixed or contingent, and howsoever evidenced, and the performance of all covenants and agreements contained in the Purchase Agreement (all of which are hereinafter collectively referred to as the "Obligations"), and further to secure the prompt and faithful performance and observance by Mortgagor of all the terms, undertakings, covenants and conditions by the Mortgagor to be kept, observed or performed under or according to the terms of this Mortgage and the Purchase Agreement.



Mortgagor further warrants, represents, covenants, and agrees as follows:

1. Paydown. To pay or cause to be paid the sum of FIFTY-SEVEN THOUSAND, EIGHT HUNDRED AND EIGHTY-EIGHT AND NO/100 DOLLARS (\$57,888.00), via the terms of the Purchase Agreement.

2. Warranties. Mortgagor warrants and represents that (a) Mortgagor holds good and marketable record title to the Premises in fee simple, free and clear of all liens and encumbrances, (b) Mortgagor has the full right, power and authority to execute and deliver this Mortgage to Mortgagee, and (c) this Mortgage constitutes the valid and binding obligation of Mortgagor, enforceable in accordance with its terms and the terms of the Purchase Agreement.

3. Superior Liens. Mortgagor will pay, or cause to be paid, when due, all taxes, assessments, and other similar charges levied upon or with respect to the Premises before the same become delinquent and, upon request, deliver to Mortgagee satisfactory evidence of such payment. Mortgagor shall fulfill on a timely basis all of its obligations under any Superior Lien(s).

4. Insurance. Mortgagor will cause all buildings, improvements and other insurable parts of the Premises to be insured, up to the full current value thereof, against loss or damage by fire, windstorm and other such hazards under what is commonly known as an "all risk" policy of casualty insurance, and Mortgagor shall cause all premiums on such insurance to be paid when due. Each such policy shall contain a standard mortgagee loss payable clause naming Mortgagee as an insured and provide that proceeds shall be payable to Mortgagee to the extent of its interest at the time of the loss. Each such policy shall also provide that it may not be amended, modified, cancelled, or terminated for any reason except upon thirty (30) days' written notice to Mortgagee. Mortgagee shall have the right to demand and Mortgagor shall have the duty to provide Mortgagee with a true and accurate copy of any and all said policies upon the written request of Mortgagee.

5. Maintenance and Repair. Mortgagor will maintain the Premises in good condition and repair; will not commit or suffer any waste thereon; will cause to be complied with all laws, ordinances, regulations or requirements of any governmental authority applicable to the Premises; will promptly repair, restore, replace, or rebuild any part of the Premises which is damaged or destroyed by any casualty; and will promptly pay when due all charges for utilities and other services to the Premises.

6. Mortgagee's Right to Perform; Receiver. If Mortgagor shall default in the payment of the aforesaid taxes, assessments, or other similar charges or in procuring and maintaining the aforesaid insurance or in the performance of any other obligation of Mortgagor hereunder, such as Mortgagor's obligation to keep in good standing any Superior Lien, and its obligation to keep the Premises in good condition and repair, then Mortgagee shall have the right, but shall have no obligation, to pay such taxes, assessments, mortgage payments, or other similar charges, or procure and maintain such insurance, or cause such other obligation to be performed, and all sums expended by Mortgagee in connection therewith, shall become part of the Obligations, payable by Mortgagor to Mortgagee upon demand, together with interest at the highest permitted legal rate.

7. Condemnation. If all or part of the Premises are taken, whether temporarily or permanently, under power of eminent domain or by condemnation, Mortgagee shall have the right

to share in the proceeds to the extent of its interest at the time of taking.

8. Events of Default. Upon the occurrence of any of the following events of default, all of the outstanding principal balance of the Mortgage shall, at the option of Mortgagee, become immediately due and payable without notice or demand:

- (a) If default occurs in the payment or performance when due of all or any portion of the obligation to repay the amounts as secured by this Mortgage;
- (b) If Mortgagor is in Default under the terms of the Purchase Agreement;
- (c) If Mortgagor shall default in the due performance or observance of any covenant or obligation of Mortgagor under this Mortgage, or if default shall occur under the terms of any document or instrument evidencing or securing any of the Superior Liens;
- (d) If any warranty or representation made by Mortgagor to Mortgagee in this Mortgage or in any other document given in connection with the Obligations shall be false or inaccurate in any material respect;
- (e) If a voluntary or involuntary proceeding in receivership or insolvency shall be commenced by or against Mortgagor;
- (f) Except as authorized by the Purchase Agreement, if Mortgagor, with or without the prior written consent of Mortgagee, shall sell, convey, or transfer, refinance or grant or permit additional liens or mortgages upon the Premises (except the Superior Liens) or any interest therein or any rents or profits therefrom or shall cause or suffer any writ of attachment, garnishment, execution, or other legal process to be placed upon the Premises or any interest therein or any rents or profits therefrom, except in favor of Mortgagee, or if any part of the Premises or any interest therein shall be transferred by operation of law, or if any interest or part thereof in the Mortgagor (or successor in interest to Mortgagor) is transferred including, but not limited to, a sale or transfer of any interest in the Mortgagor between the owners of any interest in the Mortgagor.

9. Remedies. Mortgagee shall have all rights and remedies provided for in this Mortgage and otherwise permitted by law. In addition, upon occurrence of a default under the terms of this Mortgage, Mortgagee shall have the right, and is hereby authorized:

- (a) To the extent permitted by law, to collect and receive all rents, profits, and other amounts that are due or shall hereafter become due under the terms of any leases, land contracts, or other agreements, now or hereafter in effect, by which Mortgagor is or shall be leasing or selling the Premises or any interest therein, and to exercise any other right or remedy of Mortgagor under any such lease, land contract or other agreement, provided, that Mortgagee shall have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment received or to present or file any claim or take any other action to collect or enforce the payment

of any amounts to which Mortgagee may become entitled hereunder, nor shall Mortgagee be liable for any of the Mortgagor obligations under any such lease, land contract, or other agreement;

- (b) To obtain or update abstracts of title, title searches, title insurance environmental reports, audits and investigations and with respect to the Premises and all sums expended therefor shall be part of the Obligations;
- (c) To foreclose this Mortgage by action pursuant to applicable law; and
- (d) To sell, release and convey the Premises at public sale, and to execute and deliver to the purchasers at such sale good and sufficient deeds of conveyance, rendering any surplus funds, after payment of the Obligations in full and the expenses of such sale, including attorneys' fees as provided by law, to Mortgagor, all in accordance with 735 ILCS 5/15-1512, as the same may be amended from time to time, and any similar statutory provisions which may hereafter be enacted in addition thereto or in substitution therefor.

All rights and remedies of Mortgagee under this Mortgage, whether or not exercisable only on default, shall be cumulative and may be exercised from time to time and no delay by Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof. No single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy, except to the extent otherwise provided by law.

10. One Parcel. That in case of any sale under this Mortgage, by virtue of judicial proceedings or otherwise, the Premises may be sold in one parcel and as an entirety or in such parcels, or portions thereof, manner or order as the Mortgagee in its sole discretion may elect.

11. Waivers. Mortgagor or any other person hereafter obtaining a mortgage or lien upon, or any other interest in the Premises, releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and waives with respect to any foreclosure of this Mortgage, (i) any right to marshalling of the Premises and any right to require a minimum bid or "upset" price, and (ii) the benefit of any stay, extension, exemption or moratorium laws, now existing or hereafter enacted, and (iii) any right to reinstatement or redemption provided by any law now existing or hereafter enacted.

12. Indemnification. Mortgagor hereby agrees to fully and unconditionally indemnify, defend and hold harmless Mortgagee, and its officers, agents and employees, from and against any judgments, losses, recapture, liabilities, damages (including consequential damages), costs, expenses of whatever kind or nature including without limitation attorneys' fees and other professional fees and expenses incurred by Mortgagee, or its officers, agents and employees, that may arise in any manner out of actions or omissions resulting from the breach or falsity of any of Mortgagor's representations and warranties set forth herein below or otherwise resulting from the presence of HAZARDOUS MATERIALS on the Premises. For the purposes of this Mortgage, the term "Hazardous Materials" shall be defined as each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic

under State and Federal environmental laws or the release of which is regulated under State and Federal environmental laws.

13. Notices. All notices to Mortgagor and to Mortgagee shall be deemed to be duly given if and when mailed, with postage prepaid, to the respective addresses of Mortgagor and Mortgagee appearing on the first page hereof, or if and when delivered personally.

14. Miscellaneous. The covenants contained herein shall be binding upon and inure to the benefit of Mortgagor and Mortgagor's heirs, executors, administrators and personal representatives and Mortgagee and its successors and assigns. Whenever used herein, unless the context otherwise requires, the singular number shall include the plural, and the use of any gender shall be applicable to all genders. The headings to the various paragraphs hereof have been inserted for convenient references only and shall to no extent have the effect of amending or changing the expressed provisions of this Mortgage,

15. Severability. Any provision of this Mortgage prohibited or unenforceable by any applicable law shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

16. Fixture Filing. The Mortgage constitutes a security agreement and shall be effective as a financing statement filed as a fixture filing as provided in the Illinois Uniform Commercial Code as to the goods described in this Mortgage by item and type and all goods which are or may become fixtures related to the Premises described in this Mortgage.

17. Additional Provisions.

- (a) All obligations, covenants, warranties, representations and liabilities of the Mortgagor under this Mortgage, including, but not limited to, the indemnity contained herein, shall survive discharge of the Mortgage as a result of foreclosure or deed given in lieu thereof, or any other exercise by the Mortgagee of any remedies available to it for any default under this Mortgage and shall be in full force and effect at the time any claim or action is asserted by or against the Mortgagee.
- (b) That if the Mortgagor consists of more than one person such Mortgagor shall be jointly and severally liable under any and all obligations, covenants, and agreements of the Mortgagor contained herein. If the Mortgagor is a land trust, then the term Mortgagor as used herein shall include the beneficiaries of such land trust.
- (c) Mortgagee is authorized from time to time and without notice to or consent by Mortgagor and with or without consideration, to give and make such extensions, renewals, modifications, waivers, settlements, and compromises, on such terms and conditions as Mortgagee may see fit, with regard to any of the Obligations as to which Mortgagor is not the obligor or with regard to any security for the Obligations that is not owned by Mortgagor. Any such action shall not impair or affect the validity or enforceability of this Mortgage.
- (d) Mortgagor at the request of Mortgagee shall cause the Premises to be appraised or

re-appraised to determine its value. Mortgagor shall pay all costs and fees of such appraisals or re-appraisals.

- (e) If Mortgagee shall incur or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any Obligations hereby secured, or for any title examination or title policy relating to title to the Premises, or for any appraisal or re-appraisal of the Premises, or for environmental audits or reports, all such sums shall on notice and demand be paid by Mortgagor, together with interest thereon at the default rate described in the Note and shall be a lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the NOTE
- (f) Mortgagor agrees not to set up or claim the benefit of homestead, courtesy or dower laws, or any exemption or insolvency laws against any claim of Mortgagee, for any sum of money which may become due and payable to it, under the covenants and agreements of the NOTE or any of the Obligations, or of this Mortgage, or any other instrument securing same, or against the securing of execution of any judgment sought thereon, all of said rights and exemptions being hereby expressly waived.

**THE UNDERSIGNED AND MORTGAGEE ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS MORTGAGE OR THE OBLIGATIONS.**

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year first above written.

PARK WEST CONDOMINIUM ASSOCIATION OF LOMBARD,  
an Illinois not-for-profit corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_



EXHIBIT A

Legal Description

**EXHIBIT B**

**Purchase Agreement**



**EXHIBIT I**

**Unit Owner Promissory Note and Mortgage**

**Attached**

**UNIT OWNER(S):**

1. Timothy R. Viohl and Juliana Kerr Viohl, 105 W. St. Charles Road, Unit 402, Garage Space 1, Lombard, IL 60148
2. Philip A. Bush, 105 W. St. Charles Road, Unit 301, Garage Space 2, Lombard, IL 60148
3. Andrew M. Gurney, 105 W. St. Charles Road, Unit 200, Garage Space 3, Lombard, IL 60148
4. Diya Enterprise LLC, 105 W. St. Charles Road, Unit 202, Garage Space 4, Lombard, IL 60148
5. David Jensen and Dean Jensen, 105 W. St. Charles Road, Unit 401, Garage Space 5, Lombard, IL 60148
6. Cherisha M. Shah, 105 W. St. Charles Road, Unit 201, Garage Space 6, Lombard, IL 60148
7. Barbara Heneghan, 105 W. St. Charles Road, Unit 300, Garage Space 7, Lombard, IL 60148
8. Sherri L. Anderson, 105 W. St. Charles Road, Unit 302, Garage Space 8, Lombard, IL 60148
9. Michael Santiemmo, 105 W. St. Charles Road, Unit 400, Garage Space 9, Lombard, IL 60148

PROMISSORY NOTE

\$6,432.00

\_\_\_\_\_, 2013  
Lombard, Illinois

FOR VALUE RECEIVED, the undersigned, between \_\_\_\_\_, (INSERT UNIT OWNER(S) NAME) ("Borrower") promises to pay to the order of the VILLAGE OF LOMBARD, an Illinois municipal corporation, whose mailing address is 255 East Wilson, Lombard, Illinois 60148 ("Lender"), the principal sum of SIX THOUSAND FOUR HUNDRED AND THIRTY-TWO AND NO/100 DOLLARS (\$6,432.00), without interest, at the time or times, in the manner and upon the terms and conditions provided in this Note.

**1. PAYMENTS UNDER NOTE.**

(A) This Note is made pursuant to the terms and conditions of a certain Purchase Agreement that the Park West Condominium Association of Lombard, an Illinois not-for-profit corporation ("Park West"), entered into with Lender dated \_\_\_\_\_, 2013 (hereinafter the "Purchase Agreement"), which said Purchase Agreement comprised the agreement between Park West and Lender regarding the terms and conditions of the loan, and hereby comprises the agreement between Borrower and Lender regarding the terms and conditions of the loan. A true and accurate copy of the Purchase Agreement is attached hereto as Exhibit A and made a part hereof.

(B) Pursuant to the Purchase Agreement, the conveyance of each Garage Unit shall be subject to \_\_\_\_\_ (INSERT UNIT OWNER(S) NAME) reimbursing the Village in the amount of SIX THOUSAND FOUR HUNDRED AND THIRTY-TWO AND NO/100 DOLLARS (\$6,432.00), payable by Borrower to Lender under the provisions of the Purchase Agreement.

**2. MORTGAGE.**

This Note is secured without limitation as provided in that certain mortgage dated as of an even date herewith, executed by the Borrower for the benefit of Lender ("Mortgage").

**3. MAKING OF PAYMENTS.**

All payments are payable pursuant to the provisions of the Purchase Agreement.

**4. MISCELLANEOUS.**

(A) Borrower and all other parties liable hereon, whether as principal, endorser or otherwise, hereby severally waive presentment, demand for payment, notice of intention to accelerate, notice of acceleration, protest and notice of dishonor and waive recourse to suretyship defenses generally, including extensions of time, release of security or other indulgences that may be

granted by Lender to Borrower or any other party liable hereon, and also agree to pay all Collection Expenses.

(B) Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any right or remedy by Lender. The acceptance by Lender of payment of any sum payable hereunder after the due date of such payment shall not be a waiver of the right of Lender to (i) declare an event of default for failure to make prompt payment, unless waived in writing by Lender, or (ii) require prompt payment when due of all other sums payable hereunder.

(C) This Note may not be changed, modified or terminated except in writing signed by Lender and Borrower.

(D) This Note and the rights and duties of the parties hereunder shall be governed for all purposes by the laws of the State of Illinois and the laws of the United States applicable to transactions within such State.

(E) This Note shall be the joint and several obligation of all makers, endorsers, guarantors and sureties, and shall be binding upon them and their respective successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Notwithstanding anything herein to the contrary, Borrower may not assign or otherwise transfer its rights or obligations under this Note without the prior written consent of Lender. (The term "Lender" shall mean the holder of this Note at the time in question.)

(F) It is expressly agreed that time is of the essence with respect to this Note.

(G) Upon occurrence of an Event of Default hereunder, Borrower shall have the obligation to reimburse Lender for all reasonable, related "Collection Expenses" incurred by Lender as a result of a default, including, but not limited to, all travel costs, third party appraisal fees, environmental report preparation and testing fees, architectural and engineering expenses and legal fees and expenses.

(H) Except as otherwise expressly provided herein, any notice required or desired to be given hereunder shall be in writing, and shall be deemed to have been given (i) three (3) Business Days after deposit in the United States mails, with proper postage prepaid, (ii) one (1) Business Day after deposited with a reputable overnight courier with all charges prepaid, or (iii) when delivered, if hand-delivered by messenger, all of which shall be properly addressed to the party to be notified and sent to the address set forth herein.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**  
**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, this Note has been executed as of the date first set forth above.

**BORROWER:**

\_\_\_\_\_  
\_\_\_\_\_  
(INSERT UNIT OWNER(S) NAME)

Address: \_\_\_\_\_  
\_\_\_\_\_

Agreed and accepted by Lender as of the date first set forth above.

**LENDER:**

VILLAGE OF LOMBARD, an Illinois municipal  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Prepared by and after  
Recording return to:  
Jason A. Guisinger  
Klein, Thorpe & Jenkins  
20 N. Wacker, Suite 1660  
Chicago, Illinois 60606

## MORTGAGE

THIS MORTGAGE (the "Mortgage") is made as of \_\_\_\_\_, by and between [INSERT UNIT OWNER(S) NAME], (the "Mortgagor") and the VILLAGE OF LOMBARD, an Illinois municipal corporation (the "Mortgagee").

FOR VALUE RECEIVED, Mortgagor mortgages and warrants to Mortgagee property located in the Village of Lombard, County of DuPage and State of Illinois, and legally described as set forth in Exhibit A attached hereto and made a part hereof, together with the easements, improvements, hereditaments, and appurtenances now or hereafter belonging thereto and the rents, income, and profits from there and all fixtures now or hereafter attached to or used in connection therewith, and all plumbing, heating, air conditioning, kitchen and ventilating equipment now or hereafter located thereon, which shall be deemed to be fixtures and a part of the realty, all of the foregoing being collectively referred to herein as the "Premises."

This Mortgage is given pursuant to the terms and conditions of a certain Purchase Agreement (the "Purchase Agreement") entered into by, and between, the Park West Condominium Association of Lombard ("Park West"), an Illinois not-for-profit corporation, and Mortgagee dated \_\_\_\_\_, 2013, the terms of which are hereby incorporated by reference and agreed to by Mortgagor. The Purchase Agreement comprised the agreement between Park West and Mortgagee regarding the terms and conditions of the loan. A true and accurate copy of the Purchase Agreement is attached hereto as Exhibit B and made a part hereof.

This Mortgage is made and given by the Mortgagor in the amount of SIX THOUSAND FOUR HUNDRED AND THIRTY-TWO AND NO/100 DOLLARS (\$6,432.00), which is payable as defined in the Purchase Agreement, without interest, and for the purpose of further securing the payment of any and all sums, indebtedness as hereinafter referred to and all liabilities of any and every kind now or hereafter owing and to become due from Mortgagor to Mortgagee, whether direct, indirect, primary, secondary, fixed or contingent, and howsoever evidenced, and the performance of all covenants and agreements contained in the Purchase Agreement (all of which are hereinafter collectively referred to as the "Obligations"), and further to secure the prompt and faithful performance and observance by Mortgagor of all the terms, undertakings, covenants and conditions by the Mortgagor to be kept, observed or performed under or according to the terms of this Mortgage and the Purchase Agreement.

Mortgagor further warrants, represents, covenants, and agrees as follows:

1. Paydown. To pay or cause to be paid the sum of SIX THOUSAND FOUR HUNDRED AND THIRTY-TWO AND NO/100 DOLLARS (\$6,432.00), via the terms of the Purchase Agreement, i.e., by providing the Mortgagee with certified funds in said amount immediately upon Mortgagor transferring fee title to the Premises to any other person, including, without limitation, transfers occurring upon the death of Mortgagor.

2. Warranties. Mortgagor warrants and represents that (a) Mortgagor holds good and marketable record title to the Premises in fee simple, free and clear of all liens and encumbrances, (b) Mortgagor has the full right, power and authority to execute and deliver this Mortgage to Mortgagee, and (c) this Mortgage constitutes the valid and binding obligation of Mortgagor, enforceable in accordance with its terms and the terms of the Purchase Agreement.

3. Superior Liens. Mortgagor will pay, or cause to be paid, when due, all taxes, assessments, and other similar charges levied upon or with respect to the Premises before the same become delinquent and, upon request, deliver to Mortgagee satisfactory evidence of such payment. Mortgagor shall fulfill on a timely basis all of its obligations under any Superior Lien(s).

4. Insurance. Mortgagor will cause all buildings, improvements and other insurable parts of the Premises to be insured, up to the full current value thereof, against loss or damage by fire, windstorm and other such hazards under what is commonly known as an "all risk" policy of casualty insurance, and Mortgagor shall cause all premiums on such insurance to be paid when due. Each such policy shall contain a standard mortgagee loss payable clause naming Mortgagee as an insured and provide that proceeds shall be payable to Mortgagee to the extent of its interest at the time of the loss. Each such policy shall also provide that it may not be amended, modified, cancelled, or terminated for any reason except upon thirty (30) days' written notice to Mortgagee. Mortgagee shall have the right to demand and Mortgagor shall have the duty to provide Mortgagee with a true and accurate copy of any and all said policies upon the written request of Mortgagee.

5. Maintenance and Repair. Mortgagor will maintain the Premises in good condition and repair; will not commit or suffer any waste thereon; will cause to be complied with all laws, ordinances, regulations or requirements of any governmental authority applicable to the Premises; will promptly repair, restore, replace, or rebuild any part of the Premises which is damaged or destroyed by any casualty; and will promptly pay when due all charges for utilities and other services to the Premises.

6. Mortgagee's Right to Perform; Receiver. If Mortgagor shall default in the payment of the aforesaid taxes, assessments, or other similar charges or in procuring and maintaining the aforesaid insurance or in the performance of any other obligation of Mortgagor hereunder, such as Mortgagor's obligation to keep in good standing any Superior Lien, and its obligation to keep the Premises in good condition and repair, then Mortgagee shall have the right, but shall have no obligation, to pay such taxes, assessments, mortgage payments, or other similar charges, or procure and maintain such insurance, or cause such other obligation to be performed, and all sums expended by Mortgagee in connection therewith, shall become part of the Obligations, payable by Mortgagor to Mortgagee upon demand, together with interest at the highest permitted legal rate.

7. Condemnation. If all or part of the Premises are taken, whether temporarily or permanently, under power of eminent domain or by condemnation, Mortgagee shall have the right to share in the proceeds to the extent of its interest at the time of taking.

8. Events of Default. Upon the occurrence of any of the following events of default, all of the outstanding principal balance of the Mortgage shall, at the option of Mortgagee, become immediately due and payable without notice or demand:

- (a) If default occurs in the payment or performance when due of all or any portion of the obligation to repay the amounts as secured by this Mortgage;
- (b) If Mortgagor is in Default under the terms of the Purchase Agreement;
- (c) If Mortgagor shall default in the due performance or observance of any covenant or obligation of Mortgagor under this Mortgage, or if default shall occur under the terms of any document or instrument evidencing or securing any of the Superior Liens;
- (d) If any warranty or representation made by Mortgagor to Mortgagee in this Mortgage or in any other document given in connection with the Obligations shall be false or inaccurate in any material respect;
- (e) If a voluntary or involuntary proceeding in receivership or insolvency shall be commenced by or against Mortgagor;
- (f) If Mortgagor, with or without the prior written consent of Mortgagee, shall sell, convey, or transfer or grant or permit additional liens or mortgages upon the Premises (except the Superior Liens) or any interest therein or any rents or profits therefrom or shall cause or suffer any writ of attachment, garnishment, execution, or other legal process to be placed upon the Premises or any interest therein or any rents or profits therefrom, except in favor of Mortgagee, or if any part of the Premises or any interest therein shall be transferred by operation of law, or if any interest or part thereof in the Mortgagor (or successor in interest to Mortgagor) is transferred including, but not limited to, a sale or transfer of any interest in the Mortgagor between the owners of any interest in the Mortgagor.

9. Remedies. Mortgagee shall have all rights and remedies provided for in this Mortgage and otherwise permitted by law. In addition, upon occurrence of a default under the terms of this Mortgage, Mortgagee shall have the right, and is hereby authorized:

- (a) To the extent permitted by law, to collect and receive all rents, profits, and other amounts that are due or shall hereafter become due under the terms of any leases, land contracts, or other agreements, now or hereafter in effect, by which Mortgagor is or shall be leasing or selling the Premises or any interest therein, and to exercise any other right or remedy of Mortgagor under any such lease, land contract or other agreement, provided, that Mortgagee shall have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment received or to

present or file any claim or take any other action to collect or enforce the payment of any amounts to which Mortgagee may become entitled hereunder, nor shall Mortgagee be liable for any of the Mortgagor obligations under any such lease, land contract, or other agreement;

- (b) To obtain or update abstracts of title, title searches, title insurance environmental reports, audits and investigations and with respect to the Premises and all sums expended therefor shall be part of the Obligations;
- (c) To foreclose this Mortgage by action pursuant to applicable law; and
- (d) To sell, release and convey the Premises at public sale, and to execute and deliver to the purchasers at such sale good and sufficient deeds of conveyance, rendering any surplus funds, after payment of the Obligations in full and the expenses of such sale, including attorneys' fees as provided by law, to Mortgagor, all in accordance with 735 ILCS 5/15-1512, as the same may be amended from time to time, and any similar statutory provisions which may hereafter be enacted in addition thereto or in substitution therefor.

All rights and remedies of Mortgagee under this Mortgage, whether or not exercisable only on default, shall be cumulative and may be exercised from time to time and no delay by Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof. No single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy, except to the extent otherwise provided by law.

10. One Parcel. That in case of any sale under this Mortgage, by virtue of judicial proceedings or otherwise, the Premises may be sold in one parcel and as an entirety or in such parcels, or portions thereof, manner or order as the Mortgagee in its sole discretion may elect.

11. Waivers. Mortgagor or any other person hereafter obtaining a mortgage or lien upon, or any other interest in the Premises, releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and waives with respect to any foreclosure of this Mortgage, (i) any right to marshalling of the Premises and any right to require a minimum bid or "upset" price, and (ii) the benefit of any stay, extension, exemption or moratorium laws, now existing or hereafter enacted, and (iii) any right to reinstatement or redemption provided by any law now existing or hereafter enacted.

12. Indemnification. Mortgagor hereby agrees to fully and unconditionally indemnify, defend and hold harmless Mortgagee from and its officers, agents and employees, and against any judgments, losses, recapture, liabilities, damages (including consequential damages), costs, expenses of whatever kind or nature including without limitation attorneys' fees and other professional fees and expenses incurred by Mortgagee or its officers, agents and employees, that may arise in any manner out of actions or omissions resulting from the breach or falsity of any of Mortgagor's representations and warranties set forth herein or otherwise resulting from the presence of HAZARDOUS MATERIALS on the Premises. For the purposes of this Mortgage, the term "Hazardous Materials" shall be defined as each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic



under State and Federal environmental laws or the release of which is regulated under State and Federal environmental laws.

13. Notices. All notices to Mortgagor and to Mortgagee shall be deemed to be duly given if and when mailed, with postage prepaid, to the respective addresses of Mortgagor and Mortgagee appearing on the first page hereof, or if and when delivered personally.

14. Miscellaneous. The covenants contained herein shall be binding upon and inure to the benefit of Mortgagor and Mortgagor's heirs, executors, administrators and personal representatives and Mortgagee and its successors and assigns. Whenever used herein, unless the context otherwise requires, the singular number shall include the plural, and the use of any gender shall be applicable to all genders. The headings to the various paragraphs hereof have been inserted for convenient references only and shall to no extent have the effect of amending or changing the expressed provisions of this Mortgage,

15. Severability. Any provision of this Mortgage prohibited or unenforceable by any applicable law shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

16. Fixture Filing. The Mortgage constitutes a security agreement and shall be effective as a financing statement filed as a fixture filing as provided in the Illinois Uniform Commercial Code as to the goods described in this Mortgage by item and type and all goods which are or may become fixtures related to the Premises described in this Mortgage.

17. Additional Provisions.

- (a) All obligations, covenants, warranties, representations and liabilities of the Mortgagor under this Mortgage, including, but not limited to, the indemnity contained herein, shall survive discharge of the Mortgage as a result of foreclosure or deed given in lieu thereof, or any other exercise by the Mortgagee of any remedies available to it for any default under this Mortgage and shall be in full force and effect at the time any claim or action is asserted by or against the Mortgagee.
- (b) That if the Mortgagor consists of more than one person such Mortgagor shall be jointly and severally liable under any and all obligations, covenants, and agreements of the Mortgagor contained herein. If the Mortgagor is a land trust, then the term Mortgagor as used herein shall include the beneficiaries of such land trust.
- (c) Mortgagee is authorized from time to time and without notice to or consent by Mortgagor and with or without consideration, to give and make such extensions, renewals, modifications, waivers, settlements, and compromises, on such terms and conditions as Mortgagee may see fit, with regard to any of the Obligations as to which Mortgagor is not the obligor or with regard to any security for the Obligations that is not owned by Mortgagor. Any such action shall not impair or affect the validity or enforceability of this Mortgage.
- (d) Mortgagor at the request of Mortgagee shall cause the Premises to be appraised or

re-appraised to determine its value. Mortgagor shall pay all costs and fees of such appraisals or re-appraisals.

- (e) If Mortgagee shall incur or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any Obligations hereby secured, or for any title examination or title policy relating to title to the Premises, or for any appraisal or re-appraisal of the Premises, or for environmental audits or reports, all such sums shall on notice and demand be paid by Mortgagor, together with interest thereon at the default rate described in the Note and shall be a lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the NOTE.
- (f) Mortgagor agrees not to set up or claim the benefit of homestead, courtesy or dower laws, or any exemption or insolvency laws against any claim of Mortgagee, for any sum of money which may become due and payable to it, under the covenants and agreements of the NOTE or any of the Obligations, or of this Mortgage, or any other instrument securing same, or against the securing of execution of any judgment sought thereon, all of said rights and exemptions being hereby expressly waived.

**THE UNDERSIGNED AND MORTGAGEE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS MORTGAGE OR THE OBLIGATIONS.**

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year first above written.

[INSERT NAME OF UNIT OWNER(S)]

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

COUNTY OF DUPAGE     )  
                                  )  
STATE OF ILLINOIS     )     SS

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2013,  
by [INSERT NAME OF UNIT OWNER(S)].

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of Condominium Unit and Garage Space**

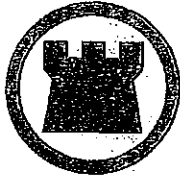
**EXHIBIT B**

**Purchase Agreement**

EXHIBIT J

Escrow Instructions

Attached



Refer to:	Donna Adelman
Phone No.:	312-223-2731
Fax No.:	312-223-2732
Email:	donna.adelman@ctt.com

**CHICAGO TITLE AND TRUST COMPANY**

**ESCROW TRUST INSTRUCTIONS**

Escrow Trust Number: \_\_\_\_\_

Date: \_\_\_\_\_

To: Chicago Title and Trust Company, Escrow Trustee:

Reference Information:

Title order Number: \_\_\_\_\_

Type of Property: Single story, nine (9) unit car garage building.

Property Address: 109-115 W. St. Charles Road, Lombard, Illinois 60148

Permanent Index Number: 06-07-209-009

Parties To The Escrow:

For Party 1: Village of Lombard, an Illinois municipal corporation (hereinafter the "Village")

Counsel: Jason A. Guisinger  
 Klein, Thorpe & Jenkins, Ltd.  
 20 North Wacker Drive, Suite 1660  
 Chicago, IL 60606  
 Phone: (312) 984-6400  
 Fax: (312) 984-6444  
 Email: [jaguisinger@ktjlaw.com](mailto:jaguisinger@ktjlaw.com)

For Party 2: Park West Condominium Association of Lombard, an Illinois not-for-profit corporation (hereinafter "Park West")

Counsel: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Principals:

Party In Title Prior to Conveyance: Village of Lombard, an Illinois municipal corporation

Party To Insure: Park West Condominium Association of Lombard, an Illinois not-for-profit corporation

## **JOINT DEPOSITS**

The Village and Park West will jointly deposit with the Escrow Trustee the following:

1. Copy of the fully executed Purchase Agreement between the Village and Park West dated November 7, 2013 (hereinafter "Purchase Agreement").
2. State Transfer Declaration, related to the Quit Claim Deed from the Village to Park West.

## **PARTY 1 DEPOSITS**

The Village will deposit with the Escrow Trustee the following:

1. Quit Claim Deed (in recordable form) from: Village to Park West, conveying the property to be insured.
2. Nonexclusive Ingress/Egress Easement (recordable form) from: Village to Park West, Park West Condominium Owners, their tenants and invitees access over the Village's Parcel to the garage building, as per the Purchase Agreement.
3. Release (in recordable form) from: the Village to Park West for the release of the Park West Mortgage.

## **PARTY 2 DEPOSITS**

Park West will deposit with the Escrow Trustee the following:

1. Sum sufficient to satisfy the recordation, title and escrow charges.
2. Promissory Note and Mortgage (in recordable form and in conformance with the Purchase Agreement) from: Park West (Borrower) to Village (Lender) in the amount of Fifty-Seven Thousand Eight Hundred Eighty-Eight and no/100 Dollars (57,888.00) as per Purchase Agreement.
3. Amendments to the Declaration (recordable form) required by the Purchase Agreement.
4. The condominium plat of the garage building establishing a separate legal description for each of the nine (9) garage spaces.
5. Nine (9) deeds (in recordable form) from Park West to the individual unit owners, conveying the garage spaces to the corresponding Condo Unit owners as required by the Purchase Agreement.
6. Nine (9) executed State Transfer Declarations.
7. Nine (9) promissory notes and mortgages (in recordable form and in conformance with the Purchase Agreement) from:
  1. Timothy R. Viohl and Juliana Kerr Viohl, 105 W. St. Charles Road. Unit 402, Garage Space 1, Lombard, IL 60148
  2. Philip A. Bush, 105 W. St. Charles Road, Unit 301, Garage Space 2, Lombard, IL 60148
  3. Andrew M. Gurney, 105 W. St. Charles Road, Unit 200, Garage Space 3, Lombard, IL 60148



4. Diya Enterprise LLC, 105 W. St. Charles Road, Unit 202, Garage Space 4, Lombard, IL 60148
  5. David Jensen and Dean Jensen, 105 W. St. Charles Road, Unit 401, Garage Space 5, Lombard, IL 60148
  6. Cherisha M. Shah, 105 W. St. Charles Road, Unit 201, Garage Space 6, Lombard, IL 60148
  7. Barbara Heneghan, 105 W. St. Charles Road, Unit 300, Garage Space 7, Lombard, IL 60148
  8. Sherri L. Anderson, 105 W. St. Charles Road, Unit 302, Garage Space 8, Lombard, IL 60148
  9. Michael Santiemmo, 105 W. St. Charles Road, Unit 400, Garage Space 9, Lombard, IL 60148
- Individual Unit Owner(s) (Borrower) to Village (Lender) in the amount of Six Thousand Four Hundred Thirty-Two and no/100 Dollars (6,432.00) each.

#### **TIME LIMITS/NON-COMPLIANCE PROVISIONS [DEFAULT CLAUSE]**

In the event all escrow trust deposits ("deposits") have not been received herein on or before January 31, 2014, you are directed to continue to comply with the escrow trust instructions until you are in receipt of a written demand from any complying party hereto for the return of its deposits.

Upon receipt of such demand you are to notify the non-complying party hereto, by certified mail, return receipt requested, at the address shown herein, that you have received such demand. If said deposits are not received herein on or before fourteen (14) days after the date of your notice, then upon receipt of a further written demand of the complying party, and without further written notice to any other party, you are to return all deposits to the respective depositors thereof.

Bill any cancellation fee to Park West.

#### **RECORDATION REQUIREMENTS**

The following documents shall be recorded with the Recorder of Deeds, DuPage County, Illinois, only upon joint direction of the parties, and shall be recorded in the following order:

1. The Quit Claim Deed from the Village to Park West.
2. The Park West Mortgage from Park West to Village.
3. The amendments to the Declaration required by the Purchase Agreement.
4. Nine (9) deeds from Park West to the corresponding individual unit owner(s) conveying the garage spaces.
5. Nine (9) mortgages from the corresponding individual unit owners to Village, as required by the Purchase Agreement.
6. The release of the Park West Mortgage from the Village.
7. Nonexclusive Ingress/Egress Easement from the Village to Park West, as provided for in the Purchase Agreement.

#### **TITLE REQUIREMENTS**

When all deposits are received and provided, Chicago Title and Company within thirty (30) days is prepared to issue its regular form of Owner's Title Insurance Policy to Park West, subject to the usual terms, exclusions, conditions and stipulations contained therein, WITH WITHOUT extended coverage over general exceptions 1, 2, 3, 4, and 5 for \$ \_\_\_\_\_, insuring the title of the grantee, Park West, containing the endorsement(s) listed below, if any, and subject only to the following:

1. Encroachment of approximately 3.5 feet and land thereunder that encroaches onto the adjacent property to the West of the property.
2. General taxes for the year 2013 and subsequent years.
3. Building lines, covenants, conditions and restrictions.
4. All applicable laws and ordinances affecting the Property, including to but not limited to, zoning, signage, subdivision.
5. Rights of the public, the state and the municipality in and to that part of the land taken, used or dedicated for roads and highways.
6. Public, private and utility easements; drainage and sewer easements of record, if any.
7. Park West Mortgage recorded hereunder.
8. Acts done or suffered by or judgments against the grantee.
9. Liens and other matters over which CTI is willing to issue its encroachment and/or policy modification endorsements.
10. Terms, conditions, restrictions, easements, and other provisions contained in declaration of condominium.
11. Limitations imposed by the Condominium Act.
12. Permitted Exceptions shown on commitment number \_\_\_\_\_ as follows
13. Required endorsements \_\_\_\_\_.

#### **DISBURSEMENT-DELIVERY INSTRUCTIONS**

You are then authorized and directed to proceed as follows:

1. Bill Park West for all escrow, title charges and recording fees.
2. Any additional funds necessary for payment of charges, Park West will deposit such additional funds.
3. Make any additional disbursements as advised in writing by Village's attorney.
4. Deliver the recorded Quit Claim Deed and the owner's policy to Park West's attorney.
5. Deliver the Park West Promissory Note and recorded Mortgage to the Village's attorney.
6. Deliver all nine (9) of the individual promissory notes and recorded mortgages to the Village's attorney.
7. Deliver the recorded amendments to the Declaration, as required by the Purchase Agreement, to Park West's attorney and the Village's attorney.
8. Deliver the recorded release of the Park West Mortgage to Park West's attorney.
9. Deliver the recorded Ingress/Egress Easement to the Village's attorney and Park West's attorney.

#### **BILLING INSTRUCTIONS**

BILL: Park West for \$\_\_\_\_\_ owner's policy; recording fees, escrow fees, transfer stamps and all other costs and fees.

The parties acknowledge that beginning after a period of one year from the date of this agreement, Chicago Title and Trust Company will impose an administrative maintenance fee (quarterly, semi-annually, or annually) equivalent to the fee set forth on the Company's then current rate schedule.

This fee will be billed to Park West.

In the event the escrow trustee is directed to pay all title and escrow charges, and for any reason is unable to pay all or part of those charges at closing, then those unpaid charges shall be the responsibility of the party designated to make payment and said payment shall be made within 30 days of closing.

## **STANDARD PROVISIONS**

**NON-RESIDENT ALIEN.** The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person (non-resident alien) must withhold a tax equal to ten percent (10%) of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service within twenty (20) days after the transfer. Chicago Title Insurance Company has not and will not participate in any determination of whether the FIRPTA tax provisions are applicable to the subject transaction, nor act as a Qualified Substitute nor furnish tax advice to any party to the transaction. Chicago Title Insurance Company is not responsible for determining whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the Internal Revenue Service as they relate to FIRPTA. Chicago Title Insurance Company is not the agent for the buyer for the purpose of receiving and analyzing any evidence or documentation that the Seller in the subject transaction is a U.S. citizen or resident alien. The buyer is advised they must independently make a determination of whether the contemplated transaction is taxable or non-taxable and the applicability of the withholding requirement to the subject transaction, and should seek the advice of their attorney or accountant. Chicago Title Insurance Company is not responsible for the payment of this tax and/or and penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the Buyer. The Buyer is advised they bear full responsibility for compliance with the tax withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction.

## **INVESTMENT**

Deposits made pursuant to these instructions may be invested on behalf of any party or parties hereto: provided, that any direction to escrow trustee for such investment shall be expressed in WRITING and contain the consent of all other parties to this escrow, and also provided that escrow trustee is in receipt of the taxpayer's identification number and investment forms as required. Escrow trustee will, upon request, furnish information concerning its procedures and fee schedules for investment.

In the event the escrow trustee is requested to invest deposits hereunder, Chicago Title and Trust Company shall not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investment or redeeming said investment for the purposes of these escrow trust instructions.

## **DIRECTION NOT TO INVEST/RIGHT TO COMMINGLE**

Except as to deposits of funds for which escrow trustee has received express written direction concerning investment or other handling, the parties hereto direct the escrow trustee NOT to invest any funds deposited by the parties under the terms of this escrow and waive any rights which they may have under Section 2-8 of the Corporate Fiduciary Act (205 ILCS 620/2-8) to receive interest on funds deposited hereunder. In the absence of an authorized direction to invest funds, the parties hereto agree that escrow trustee shall be under no duty to invest or reinvest any such funds at any time held by it hereunder; and further, that escrow trustee may commingle such deposits with other deposits or with its own funds in the manner provided for the administration of funds under Section 2-8 of the Corporate Fiduciary Act (205 ILCS 620/2-8) and may use any part or all such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Provided, however, nothing herein shall diminish escrow

trustee's obligation to apply the full amount of the deposits in accordance with the terms of these escrow trust instructions.

#### **BUSINESS DAY**

Whenever under the terms and provisions of these escrow trust instructions the time for performance of a condition falls upon a Saturday, Sunday, or holiday, such time for performance shall be extended to the next business day.

#### **DEPOSITS AFTER TIME**

The escrow trustee shall continue to comply with the instructions contained herein following the expiration of a time limit for making a deposit required pursuant hereto (or for complying with any other condition hereof) until such time as a demand, or further demand as the case may be, is received for the return of deposits. The deposit may be made and accepted (or such other condition may be satisfied) at any time prior to the receipt of such demand, or further demand, and the non-compliance will be cured by the receipt of such deposit (or the satisfaction of such other condition as the case may be).

#### **NON-PERFORMANCE**

Unless these escrow trust instructions contain provisions to the contrary, the escrow trustee will not accept a demand from a party if said party has not fully performed as required under these instructions.

#### **PURCHASE AGREEMENT**

The parties have heretofore entered into the Purchase Agreement pertaining to the transaction to be consummated by these escrow trust instructions ("instructions"). These instructions shall not supersede the terms and provisions contained in the Purchase Agreement and in the event of a conflict, the terms and provisions contained in the Purchase Agreement shall prevail. It is agreed by the parties hereto that Chicago Title is not to be considered a party to said Purchase Agreement; the Purchase Agreement is not to be construed as a part of these instructions. It is agreed, however, by the parties hereto that the escrow trustee shall be governed solely by the terms and provisions contained in these instructions.

#### **WRITTEN NOTICE**

All notices and demands required or permitted to be made hereto shall be made to the escrow trustee in writing. All notices required to be served by the escrow trustee pursuant to instructions hereto shall be in writing and mailed to the attorneys for the respective parties hereto at the addresses shown herein.

#### **AMENDMENTS OR SUPPLEMENTAL INSTRUCTIONS**

The escrow trust instructions ("instructions") may be amended from time to time by less than all parties hereto by written amendment deposited with you, provided that such amendment shall apply to and affect only the parties signing the amendment and the escrow trustee shall proceed

to comply with the terms of these instructions as unamended with respect to all other parties. All amendments or supplemental instructions, properly executed, shall be considered the same as the instructions.

**EXECUTION**

These escrow trust instructions are governed by and are to be construed under the laws of the State of Illinois. The escrow trust instructions, amendments or supplemental instructions hereto, may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

**JOINT DEPOSITS**

Any of the joint deposits which require the signature of the other party shall be deemed to have been properly deposited by said party notwithstanding that the document does not contain the other party's signature.

**DISCLAIMER RE: DEPOSITS**

Escrow trustee shall make no representations as to the condition of either the real or personal property described in any document deposited in this escrow.

**FOR: Village of Lombard**

**FOR: Park West**

\_\_\_\_\_  
BY:  
ITS:

\_\_\_\_\_  
BY:  
ITS:

**ACCEPTED: CHICAGO TITLE AND TRUST COMPANY, AS ESCROW TRUSTEE**

\_\_\_\_\_  
BY: Donna R. Adelman  
ITS: Escrow Officer