

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
**For Inclusion on Board Agenda**

DISTRICT #1

Resolution or Ordinance (Blue)  
 Recommendations of Boards, Commissions & Committees (Green)  
 Other Business (Pink)  
 Waiver of First Requested \_\_\_\_\_

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager *DAH*

DATE : November 18, 2008 B of T November 20, 2008

SUBJECT: Purchase of Property

SUBMITTED BY: David A. Hulseberg, Village Manager

**BACKGROUND/POLICY IMPLICATIONS:**

Ordinance ratifying the sale of the property located at 513 S. Finley Road in the amount of \$199,000.

Fiscal Impact/Funding Source:

Review (as necessary):

Finance Director \_\_\_\_\_  
Village Manager \_\_\_\_\_  
Date \_\_\_\_\_  
Date \_\_\_\_\_

**NOTE:** All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda distribution.



**MEMO TO :** The Honorable President and Board of Trustees

**FROM :** David A. Hulseberg  
Village Manager

**DATE :** November 18, 2008

**SUBJECT :** PURCHASE OF PROPERTY

The Village Board previously authorized the Village Manager to negotiate a contract for the purchase of the property located at 513 S. Finley. Due to the fact that there was a pending foreclosure, it was necessary for the Village to move forward on this purchase to avoid having the property sold to others pursuant to the foreclosure sale.

Attached is an ordinance and supplemental documents regarding the Village's purchase of the property in the amount of \$199,000. The Village did obtain title to the property on November 12, 2008. Due to the fact, that the Village has purchased the property, a waiver of first reading is being requested.

/cb

Attachments

Purchases13finley

**AN ORDINANCE RATIFYING THE PURCHASE OF 513 S. FINLEY ROAD, LOMBARD, ILLINOIS, AND THE VILLAGE MANAGER'S EXECUTION OF DOCUMENTS IN REGARD THERETO ON BEHALF OF THE VILLAGE**

ORDINANCE NO. \_\_\_\_\_

BE IT ORDAINED, by the President and Board of Trustees of the Village of Lombard,

DuPage County, Illinois, as follows:

**WHEREAS**, Patricia A. Rohde and Gregory W. Rohde (the "Owners") were the record title holders of the property legally described as follows:

Lot 2 in Eugene J. Petterson Subdivision of Lot 15 in Block 6 Lombard Farms Subdivision, Being a Subdivision in Sections 7 and 18, Township 39 North, Range 11, East of the Third Principal Meridian, According to the Plat of Said Eugene J. Petterson Subdivision Recorded January 30, 1978 as Document R78-08562, in DuPage County, Illinois.

Commonly known as:  
513 S. Finley Road, Lombard, Illinois  
Property Identification Number: 06-07-305-061

(the "Property"); and

**WHEREAS**, the President and Board of Trustees of the Village Of Lombard, DuPage County, Illinois, previously directed the Village Manager to negotiate a contract for the purchase of the Property, on behalf of the Village of Lombard; and

**WHEREAS**, the Village Manager, pursuant to such direction, was able to negotiate a contract to purchase said Property for the purchase price of One Hundred and Ninety-Nine Thousand and Nine Hundred Dollars and 00/100 (\$199,900.00), plus Seller's closing costs, and

**WHEREAS**, because of a pending foreclosure action relative to the Property, the Village Manager was required to execute the documents necessary to purchase the Property, and thereafter proceed to acquire the Property immediately in order to avoid having the Property sold to others pursuant to a foreclosure sale; and

**WHEREAS**, in light of the foregoing, there was no opportunity to obtain formal Village Board approval for the purchase of the Property prior to the required closing date; and

**WHEREAS**, the Village Manager did, on November 12, 2008, obtain title to the Property in the name of the Village;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, AS FOLLOWS:**

**SECTION 1:** That the purchase contract for the Property, attached hereto as Exhibit A and made part hereof, execution of said purchase contract and the other documents between the Village and the Owners by the Village Manager on behalf of the Village, and the acquisition of the Property pursuant thereto, are hereby ratified, affirmed and otherwise approved.

**SECTION 2:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Passed on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
William J. Mueller  
Village President

ATTEST:

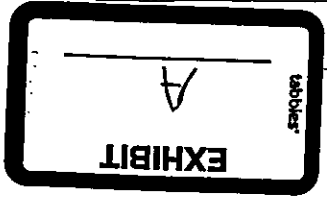
\_\_\_\_\_  
Brigitte O'Brien  
Village Clerk

Published by me in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Brigitte O'Brien  
Village Clerk



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 4.0



1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties".

Buyer(s) (Please Print) Walter & Barbara Lombard

Seller(s) (Please Print) Gregory & Patricia Bolds

If Dual Agency applies, complete Optional Paragraph 41.

2. THE REAL ESTATE: Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage of parcels commonly known as: 513 S. Hinky Rd Lombard

Address 513 S. Hinky Rd Lombard City Lombard State IL Zip 60142

County DeKalb Unit # (if applicable) \_\_\_\_\_ Permanent Index Number(s) of Real Estate \_\_\_\_\_

17 (check type)  deeded space;  limited common element;  assigned space

19 3. FIXTURES AND PERSONAL PROPERTY: All of the fixtures and personal property stated herein are owned by Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems together with the following items of personal property by Bill of Sale at Closing: [Check or enumerate applicable items]

- Refrigerator
- All Tacked Down Carpeting
- All Window Treatments & Hardware
- Built-in or Attached Shelving
- Microwave
- Dishwasher
- Garbage Disposal
- TV Antenna System
- Washer
- Dryer
- Satellite Dish
- Outdoor Playsets
- Invisible Fence System, Collar(s) and Box
- Home Warranty \$ \_\_\_\_\_
- Planted Vegetation
- Window Air Conditioner(s)
- Electronic Garage Door Opener(s)
- Attached Gas Grill
- Central Vac & Equipment
- Intercom System
- Security System(s) (owned)
- Smoke Detector(s)
- Ceiling Fan(s)
- Existing Storms & Screens
- Fireplace Gas Logs
- Fireplace Screen(s)/Door(s)/Grate(s)
- Central Air Conditioning
- Electronic or Media Air Filter
- Central Humidifier
- Sump Pump(s)
- Water Softener (owned)
- Outdoor Shed
- Light Fixtures, as they exist

33 Other items included: All contents removed from house -

34 Seller warrants to Buyer that all fixtures, systems and personal property included in this Contract shall be in operating condition at possession, except: Everything is AS-IS -

36 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

39 4. PURCHASE PRICE: Purchase Price of \$ 199,900 shall be paid as follows: Initial earnest money of \$ 5000 by check,  cash OR  note due on \_\_\_\_\_, 2008

41 to be increased to a total of \$ \_\_\_\_\_ by \_\_\_\_\_, 2008. The earnest money and the original of this Contract shall be held by the Listing Company, as "Escrowee", in trust for the mutual benefit of the Parties. The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing by wire transfer of funds, or by certified, cashier's, mortgage lender's or title company's check (provided that the title company's check is guaranteed by a licensed title insurance company).

47 5. CLOSING: Closing or escrow payout shall be on May 16th 2008, or at such time as mutually agreed upon by the Parties in writing. Closing shall take place at the title company escrow office situated geographically nearest the Real Estate or as shall be agreed mutually by the Parties.

51 6. POSSESSION: Unless otherwise provided in Paragraph 39, Seller shall deliver possession to Buyer at the time of Closing. Possession shall be deemed to have been delivered when Seller has vacated the Real Estate and delivered keys to the Real Estate to Buyer or to Listing Office.

Buyer Initial Walter & Barbara Lombard Seller Initial Gregory & Patricia Bolds Address 513 S. Hinky Rd Lombard

Buyer Initial	Buyer Initial	Buyer Initial	Seller Initial	Seller Initial	Address
DM	DM	DM	G.R.	G.R.	513 S. Hanky Rd Lombard

102 For a [choose one]  fixed  adjustable; [choose one]  conventional  FHA/VA  other \_\_\_\_\_

101 (except for matters of title and survey or matters totally within Buyer's control) on or before \_\_\_\_\_, 20\_\_\_\_

100 Disclosure (see page 11). This Contract is contingent upon Buyer obtaining a firm written mortgage commitment

99 11. MORTGAGE CONTINGENCY: Seller [check one]  has  has not received a completed Loan Status

98

97 contingency. If radon mitigation is performed, Seller shall pay for a retest.

96 performing any inspections). Buyer agrees minor repairs and routine maintenance items are not a part of this

95 and hold Seller harmless from and against any loss or damage caused by the acts or negligence of Buyer or any person

94 useful life shall not render such component defective for the purpose of this paragraph. Buyer shall indemnify Seller

93 age, and does not constitute a threat to health or safety. The fact that a functioning component may be at the end of its

92 component shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of

91 plumbing and well system, electrical system, roof, walls, windows, ceilings, floors, appliances and foundation. A major

90 major components of the Real Estate, including but not limited to, central heating system(s), central cooling system(s),

89 resolution of inspection issues, then this Contract shall be null and void. The home inspection shall cover only

88 ten (10) Business Days after Date of Acceptance, written agreement is not reached by the Parties with respect to

87 deemed waived by the Parties and this Contract shall remain in full force and effect. If prior to the expiration of

86 inspection) after Date of Acceptance. If written notice is not served within the time specified, this provision shall be

85 reports) within five (5) Business Days (ten (10) calendar days for a lead-based paint and/or lead-based paint hazard

84 disclosed by the inspection(s) which are unacceptable to Buyer, together with a copy of the pertinent page(s) of the

83 or certified inspection service(s). Buyer shall serve written notice upon Seller or Seller's attorney of any defects

82 separately waived), and/or wood destroying insect infestation inspection(s) of said Real Estate by one or more licensed

81 governmental regulations) a home, radon, environmental, lead-based paint and/or lead-based paint hazards (unless

80 10. PROFESSIONAL INSPECTIONS: Buyer may secure at Buyer's expense (unless otherwise provided by

79

78 with respect to resolution of proposed modifications, then this Contract shall be null and void.

77 the expiration of ten (10) Business Days after Date of Acceptance, written agreement is not reached by the Parties

76 provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect. If prior to

75 proposed modification(s) by any Party shall be in writing. If written notice is not served within the time specified, this

74 or modification of this Contract shall not be based solely upon stated Purchase Price. Any notice of disapproval or

73 this Contract, other than stated Purchase Price, within five (5) Business Days after the Date of Acceptance. Disapproval

72 9. ATTORNEY REVIEW: The respective attorneys for the Parties may approve, disapprove, or make modifications to

71

70 Office, before or after Closing, to preserve said exemption(s).

69 other exemption, Seller has submitted or will submit in a timely manner all necessary documentation to the Assessor's

68 provided in Paragraph 20. If the amount of the most recent ascertainable tax bill reflects a homeowner, senior citizen or

67 shall not be a proratable item. The general Real Estate taxes shall be prorated as of the date of Closing, except as

66 association) confirmed prior to Date of Acceptance. Installments due after the year of Closing for a Special Service Area

65 \$ \_\_\_\_\_ per \_\_\_\_\_ (and, if applicable, fees for a Master/Umbrella Association are

64 Association(s) fees are \$ \_\_\_\_\_ per \_\_\_\_\_

63 Association(s) are not a proratable item. Seller represents that as of the Date of Acceptance Homeowner/Condominium

62 fees (and Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium

61 Service Area tax for the year of closing only, utilities, water and sewer, and homeowner or condominium association

60 8. PRORATIONS: Proratable items shall include, without limitation, rents and deposits (if any) from tenants, Special

59

58

57 [check one]  has  has not received a Lead-Based Paint Disclosure.

56 Report; [check one]  has  has not received the EPA Pamphlet, "Protect Your Family From Lead in Your Home";

55 this Contract, Buyer [check one]  has  has not received a completed Illinois Residential Real Property Disclosure

54 7. RESIDENTIAL REAL ESTATE AND LEAD-BASED PAINT DISCLOSURES: If applicable, prior to signing

103 loan of \$ \_\_\_\_\_ or such lesser amount as Buyer elects to take, plus private mortgage insurance (PMI), if  
 104 required. The interest rate (initial rate, if applicable) shall not exceed \_\_\_\_\_% per annum, amortized over not less than  
 105 \_\_\_\_\_ years. Buyer shall pay loan origination fee and/or discount points not to exceed \_\_\_\_\_% of the loan amount.  
 106 Buyer shall pay the cost of application, usual and customary processing fees and closing costs charged by lender. (If  
 107 FHA/VA, complete Paragraph 35.) (If closing cost credit, complete Paragraph 33.) Buyer shall make written loan  
 108 application within five (5) Business Days after the Date of Acceptance. Failure to do so shall constitute an act of  
 109 Default under this Contract. If Buyer, having applied for the loan specified above, is unable to obtain such loan  
 110 commitment and serves written notice to Seller within the time specified, this Contract shall be null and void. If  
 111 written notice of inability to obtain such loan commitment is not served within the time specified, Buyer shall be  
 112 deemed to have waived this contingency and this Contract shall remain in full force and effect. Unless otherwise  
 113 provided in Paragraph 31, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing  
 114 real estate. Buyer shall be deemed to have satisfied the financing conditions of this paragraph if Buyer obtains a loan  
 115 commitment in accordance with the terms of this paragraph even though the loan is conditioned on the sale and/or  
 116 closing of Buyer's existing real estate. If Seller at Seller's option and expense, within thirty (30) days after Buyer's  
 117 notice, procures for Buyer such commitment or notifies Buyer that Seller will accept a purchase money mortgage upon  
 118 the same terms, this Contract shall remain in full force and effect. In such event, Seller shall notify Buyer within five (5)  
 119 Business Days after Buyer's notice of Seller's election to provide or obtain such financing, and Buyer shall furnish to  
 120 Seller or lender all requested information and shall sign all papers necessary to obtain the mortgage commitment and to  
 121 close the loan.

122  
 123 **12. HOMEOWNER INSURANCE.** This Contract is contingent upon Buyer's securing evidence of insurability for an  
 124 Insurance Service Organization Homeowner 3 (ISOHO3) or applicable equivalent policy at Preferred Premium rates  
 125 within ten (10) Business Days after Date of Acceptance. If Buyer is unable to obtain evidence of insurability and  
 126 serves written notice with proof of same to Seller within the time specified, this Contract shall be null and void. If  
 127 written notice is not served within the time specified, Buyer shall be deemed to have waived this contingency and  
 128 this Contract shall remain in full force and effect.

129  
 130 **13. FLOOD INSURANCE.** Unless previously disclosed in the Illinois Residential Real Property Disclosure Report,  
 131 Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard  
 132 area which requires Buyer to carry flood insurance. If written notice of the option to declare this Contract null and  
 133 void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in  
 134 Paragraph 11 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall  
 135 remain in full force and effect. Nothing herein shall be deemed to affect any rights afforded by the Residential Real  
 136 Property Disclosure Act.

137  
 138 **14. CONDOMINIUM/Common INTEREST ASSOCIATIONS:** (If applicable) The Parties agree that the terms  
 139 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.  
 140 (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of  
 141 the Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments, public and utility  
 142 easements including any easements established by or implied from the Declaration of Condominium/Covenants,  
 143 Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions  
 144 imposed by the Condominium Property Act; installations due after the date of Closing of general assessments  
 145 established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.  
 146 (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special  
 147 assessments confirmed prior to the Date of Acceptance.  
 148 (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as  
 149 stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same.  
 150 This Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver  
 151 of any option of first refusal or other pre-emptive rights of purchase created by the Declaration of  
 152 Condominium/Covenants, Conditions and Restrictions within the time established by the Declaration of  
 153 Condominium/Covenants, Conditions and Restrictions. In the event the Condominium Association requires

Buyer Initial	Buyer Initial	Seller Initial	Seller Initial	Address
JKM	JKM	G.R.	G.R.	513 S. Finley Rd. Lombard

154 personal appearance of Buyer and/or additional documentation, Buyer agrees to comply with same.  
 155 (d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements  
 156 are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained  
 157 within the documents would unreasonably restrict Buyer's use of the premises or would result in increased  
 158 financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may  
 159 declare this Contract null and void by giving Seller written notice within five (5) Business Days after the  
 160 receipt of the documents and information required by Paragraph 14 (c), listing those deficiencies which  
 161 are unacceptable to Buyer. If written notice is not served within the time specified, Buyer shall be deemed  
 162 to have waived this contingency, and this Contract shall remain in full force and effect.  
 163 (e) Seller shall not be obligated to provide a condominium survey.  
 164 (f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgagee, if any) as an insured.  
 165

166 **15. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and  
 167 merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights, (or the  
 168 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless  
 169 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to:  
 170 real estate taxes not due and payable at the time of Closing, covenants, conditions, and restrictions of record, building  
 171 lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate.  
 172

173 **16. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within  
 174 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title  
 175 company licensed for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title  
 176 company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to  
 177 items listed in Paragraph 15. The requirement of providing extended coverage shall not apply if the Real Estate is vacant  
 178 land. The commitment for title insurance furnished by Seller will be conclusive evidence of good and merchantable title  
 179 as therein shown, subject only to the exceptions therein stated. If the title commitment discloses unpermitted exceptions,  
 180 or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller shall have said  
 181 exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage that may be  
 182 caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured over  
 183 prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior  
 184 encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering  
 185 the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.  
 186

187 **17. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a  
 188 condominium (see Paragraph 14) Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey  
 189 dated not more than six (6) months prior to the date of Closing, prepared by an Illinois Professional Land Surveyor,  
 190 showing any encroachments, measurements of all lot lines, all easements of record, building set back lines of record,  
 191 fences, all buildings and other improvements on the Real Estate and distances therefrom to the nearest two lot lines. In  
 192 addition, the survey to be provided shall be a boundary survey conforming to the current requirements of the appropriate  
 193 state regulatory authority. The survey shall show all corners staked, flagged, or otherwise monumented. The survey shall  
 194 have the following statement prominently appearing near the professional land surveyor seal and signature: "This  
 195 professional service conforms to the current Illinois minimum standards for a boundary survey". A Mortgage Inspection,  
 196 as defined, is not a boundary survey, and is not acceptable.  
 197

198 **18. ESCROW CLOSING:** At the election of either Party, not less than five (5) Business Days prior to the Closing, this  
 199 sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions  
 200 of the usual form of Deed and Money Escrow Agreement, as agreed upon between the Parties, with provisions inserted  
 201 in the Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the  
 202 Party requesting the escrow. If this transaction is a cash purchase (no mortgage is secured by Buyer), the Parties shall  
 203 share the title company escrow closing fee equally.  
 204

Buyer Initial	<i>J.M.</i>	Seller Initial	<i>G.R.</i>	Seller Initial	<i>P.R.</i>
Address	<i>513 S. Finley Rd. Duquoin</i>				



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

213 **20. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed for the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at Closing. When the exact amount of the taxes prorated under this Contract can be ascertained, the taxes shall be prorated by Seller's attorney at the request of either Party, and Seller's share of such tax liability after reparation shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation after such reparation exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.

221 **21. SELLER REPRESENTATIONS:** Seller represents that Seller has not received written notice from any Governmental body or Homeowner Association regarding (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; (c) any pending condemnation or eminent domain proceeding; or (d) a proposed or confirmed special assessment and/or Special Service Area affecting the Real Estate. Seller represents, however, that, in the case of a special assessment and/or Special Service Area, the following applies:

226 1. There [check one] is  a proposed or pending unconfirmed special assessment affecting the Real Estate not payable by Seller after date of Closing.  
227 2. The Real Estate [check one] is  is not  located within a Special Service Area, payments for which will not be the obligation of Seller after date of Closing.

230 If any of the representations contained herein regarding non-Homeowner Association special assessment or Special Service Area are unacceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If written notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 11 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect. Seller further represents that Seller has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records, any hazardous waste on the Real Estate or any improvements for which the required permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not either included in full in the determination of the most recent real estate tax assessment or which are eligible for home improvement tax exemption.

241 **22. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at Seller's expense before possession. Buyer shall have the right to inspect the Real Estate, fixtures and personal property prior to possession to verify that the Real Estate, improvements and included personal property are in substantially the same condition as of the Date of Acceptance, normal wear and tear excepted.

247 **23. GOVERNMENTAL COMPLIANCE:** Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

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

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

Buyer Initial	<i>John</i>	Buyer Initial	<i>S</i>	Seller Initial	<i>G.R. Lombard</i>	Seller Initial	<i>OR</i>
Address	513	513	513	513	513	513	513

255 **26. DIRECTION TO ESCROWE:** In every instance where this Contract shall be deemed null and void or if this Contract may be terminated by either Party, the following shall be deemed incorporated: "and earnest money refunded to Buyer upon written direction of the Parties to Escrowee or upon entry of an order by a court of competent jurisdiction".

256 **27. NOTICE:** All Notices, except as provided otherwise in Paragraph 31(C) (2), shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of a multiple person Party shall be sufficient notice to all. Notice shall be given in the following manner:

257 (a) By personal delivery of such Notice; or  
258 (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or

259 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event fax Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or

260 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice transmitted shall be sent during Business Hours, and provided further that the recipient provides written acknowledgment to the sender of receipt of the transmission (by e-mail, facsimile, regular mail or commercial overnight delivery). In the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or

261 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

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

263 **29. CHOICE OF LAW/GOOD FAITH:** All terms and provisions of this Contract including, but not limited to, the Attorney Review and Professional Inspection paragraphs, shall be governed by the laws of the State of Illinois and are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

264 **30. OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS selected for use and initiated by the Parties which are contained in the following paragraphs and attachments, if any: *This contract is contingent upon seller's mortgage lender's exception to approving short sale pay off to enable seller to transfer property at sales price. If seller's lender does not agree to this contract will be returned to buyer.*

265 **31. SALE OF BUYER'S REAL ESTATE:**

266 (A) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows:

267 (1) Buyer owns real estate commonly known as (address):

268 (2) Buyer *[check one]*  has  has not entered into a contract to sell said real estate. If Buyer has entered into a contract to

269 (a) *[check one]*  is  is not subject to a mortgage contingency.

Buyer Initial *DM* Buyer Initial *S* Seller Initial *G-R* Seller Initial *PR*  
Address *513 S. Hurst Blvd. Chicago, IL*

Buyer Initial John Seller Initial G.R. Address 513 S. Oakwood Rd. Chicago  
 Buyer Initial John Seller Initial G.R. Address 513 S. Oakwood Rd. Chicago

(b) [check one] is not subject to a real estate sale contingency.  
 (c) [check one] is not subject to a real estate closing contingency.  
 (3) Buyer [check one] has not listed said real estate for sale with a licensed real estate broker and in a local multiple listing service.  
 (4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple listing service, Buyer [check one]  
 (a) Shall list said real estate for sale with a licensed real estate broker who will place it in a local multiple listing service within five (5) Business Days after the Date of Acceptance.  
 For information only: Broker: \_\_\_\_\_ Broker's Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 (b)  Does not intend to list said real estate for sale.  
**(B) CONTINGENCIES BASED UPON SALE AND/OR CLOSE OF BUYER'S REAL ESTATE:**  
 (1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is in full force and effect as of \_\_\_\_\_, 20\_\_\_\_. Such contract shall provide for a closing date not later than the Closing Date set forth in this Contract. If written notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall be null and void. If written notice that Buyer has not procured a contract for the sale of Buyer's real estate is not served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 31, and this Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must be completed.)  
 (2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 31 (B) (1) and that contract is in full force and effect, or has entered into a contract for sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real estate on or before \_\_\_\_\_, 20\_\_\_\_. If written notice that Buyer has not closed the sale of Buyer's real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If written notice is not served as described in the preceding sentence, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 31, and this Contract shall remain in full force and effect.  
 (3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 31 (B) (1) (or after the date of this Contract if no date is set forth in Paragraph 31 (B) (1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part of said notice, waives all contingencies in Paragraph 31 and complies with Paragraph 31 (D), this Contract shall be null and void as of the date of notice. If written notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.  
**(C) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:  
 (1) If Seller accepts another bona fide offer to purchase the Real Estate while the contingencies expressed in subparagraph (B) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have \_\_\_\_\_ hours after Seller gives such notice to waive the contingencies set forth in Paragraph 31 (B), subject to Paragraph 31 (D).  
 (2) Seller's notice to Buyer (commonly referred to as a "kick-out" notice) shall be served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out" notice should be sent to Buyer's attorney and real estate agent, if known. Failure to provide such courtesy copies shall not render notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:  
 (a) By personal delivery of such notice effective at the time and date of personal delivery; or  
 (b) By mailing of such notice to the addresses recited herein for Buyer by regular mail and by certified mail. Notice served by regular mail and certified mail shall be effective at 10:00 A.M. on the morning of the second day following deposit of notice in U.S. Mail; or  
 (c) By commercial overnight delivery (e.g., FedEx). Such notice shall be effective upon delivery or at 4:00 P.M. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.  
 (3) If Buyer complies with the provisions of Paragraph 31 (D) then this Contract shall remain in full force and effect.  
 (4) If the contingencies set forth in Paragraph 31 (B) are NOT waived in writing within said time period by Buyer, this Contract shall be null and void.  
 (5) Except as provided in subsections to subparagraph (C) (2) above, all notices shall be made in the manner provided by

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Buyer Initial	Buyer Initial	Seller Initial	Seller Initial	Address
JK	JK	G. E.	G. E.	513 S. ...

360 Paragraph 27 of this Contract  
 361 (6) Buyer waives any ethical objection to the delivery of notice under this paragraph by Seller's attorney or representative.  
 362 (D) WAIVER OF PARAGRAPH 31 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in Paragraph  
 363 31 (B) when Buyer has delivered written waiver and deposited with the Escrowee the additional sum of \$  
 364 earnest money within the time specified. If Buyer fails to deposit the additional earnest money within the time specified, the  
 365 waiver shall be deemed ineffective and this Contract shall be null and void.  
 366 (E) BUYER COOPERATION REQUIRED: Buyer authorizes Seller or Seller's agent to verify representations contained in  
 367 Paragraph 31 at any time, and Buyer agrees to cooperate in providing relevant information.  
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 370 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before  
 371 20. In the event the prior contract is not cancelled within the time specified, this Contract shall be  
 372 null and void. Notice to the purchaser under the prior contract should not be served until after Attorney Review and  
 373 Professional Inspections provisions of this Contract have expired, been satisfied or waived.  
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 376 Settlement Statement, and if not, such lesser amount as the lender permits, Seller agrees to credit to Buyer  
 377 \$ \_\_\_\_\_ at closing.  
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 380 shall be held in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest earned on  
 381 the earnest money shall accrue to the benefit of and be paid to Buyer. Buyer shall be responsible for any administrative fee (not  
 382 to exceed \$100) charged for setting up the account. In anticipation of Closing, the Parties direct Escrowee to close the account no  
 383 sooner than ten (10) Business Days prior to the anticipated Closing date.  
 384  
 385  
 386 Buyer may terminate this Contract if the Purchase Price set forth herein exceeds the appraised value of the Real Estate, as  
 387 determined by the Veterans Administration (VA) or the Federal Housing Administration (FHA). However, Buyer shall have the  
 388 option of proceeding with this Contract without regard to the amount of the appraised valuation. If VA, the Funding Fee, or if FHA,  
 389 the Mortgage Insurance Premium (MIP) shall be paid by Buyer and [check one] shall  shall not be added to the mortgage loan  
 390 amount. Seller agrees to pay additional miscellaneous expenses required by lender not to exceed \$200.00. Required FHA or VA  
 391 amendments shall be attached to this Contract. It is expressly agreed that notwithstanding any other provisions of this Contract,  
 392 Buyer shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest  
 393 money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA requirements, a written statement by the  
 394 Federal Housing Commissioner setting forth the appraised value of the property (excluding Closing costs) of not less than  
 395 \$ \_\_\_\_\_. Buyer shall have the privilege and option of proceeding with the consummation of the Contract  
 396 without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage  
 397 the Department of Housing and Urban Development will insure/guarantee. HUD and the mortgagee do not warrant the value nor the  
 398 condition of the property. Buyer should satisfy himself/herself that the price and condition of the property are acceptable.  
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37. WELL AND/OR SEPTIC/SANITARY INSPECTIONS: Seller shall obtain at Seller's expense a well  
 water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and nitrate test (and  
 lead test for FHA loans) and/or a septic report from the applicable County Health Department, a Licensed Environmental Health  
 Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating that the well  
 and water supply and the private sanitary system are in proper operating condition with no defects noted. Seller shall remedy any  
 defect or deficiency disclosed by said report(s) prior to Closing; provided that if the cost of remedying a defect or deficiency and the  
 cost of landscaping together exceed \$3,000.00, and if the Parties cannot reach agreement regarding payment of such additional cost,  
 then this Contract may be terminated by either Party. Additional testing recommended by the report shall be obtained at Seller's  
 expense. If the report recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with a

Buyer Initial	Buyer Initial	Seller Initial	Seller Initial	Address
JKL	5	G.F.	Z. M. K.	513 5 Rd Rd

- 64  Assumption of Seller's Mortgage
  - 65  Commercial/Investment/Starker Exchange
  - 66  Cooperative Apartment
  - 67  New Construction
- Articles Of Agreement for Deed or Purchase Money Mortgage
- Vacant Land

63 as either Party may deem necessary, providing for one or more of the following: (check applicable box(es))

62 entering into a separate written agreement consistent with the terms and conditions set forth herein, and with such additional terms

61 43. MISCELLANEOUS PROVISIONS: Buyer's and Seller's obligations are contingent upon the Parties

60 full force and effect.

59 within five (5) Business Days after the Date of Acceptance. In the event Buyer's specified party does not approve of the Real

58 Estate and written notice is given to Seller within the time specified, this Contract shall be null and void. If written notice is

57 not served within the time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in

56 42. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real Estate by

55 Buyer's specified party,

54 within five (5) Business Days after the Date of Acceptance. In the event Buyer's specified party does not approve of the Real

53 Estate and written notice is given to Seller within the time specified, this Contract shall be null and void. If written notice is

52 not served within the time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in

51 full force and effect.

50 on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

49 (Licensee) acting as a Dual Agent in providing brokerage services

48 41. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously consented to

47 on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

46 provisions of Paragraph 10 and the warranty provisions of Paragraph 3 do not apply to this Contract.

45 terminate this Contract under this paragraph and this Contract shall remain in full force and effect. Buyer acknowledges the

44 shall be null and void. Failure of Buyer to notify Seller or to conduct said inspection operates as a waiver of Buyer's right to

43 unacceptable to Buyer and Buyer so notifies Seller within five (5) Business Days after the Date of Acceptance, this Contract

42 inspection reveals that the condition of the improvements, fixtures or personal property to be conveyed or transferred is

41 any loss or damage caused by the acts or negligence of Buyer or any person performing any inspection(s). In the event the

40 property available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller and hold Seller harmless from and against

39 defects, if any, disclosed by Seller. Buyer may conduct an inspection at Buyer's expense. In that event, Seller shall make the

38 respect to the condition of the Real Estate and personal property have been made by Seller or Seller's Agent other than those known

37 property in its "As Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with

36 respect to the condition of the Real Estate and purchase of the Real Estate and personal

35 40. "AS IS" CONDITION: This Contract is for the sale and purchase of the Real Estate and personal

34 property in its "As Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with

33 respect to the condition of the Real Estate and purchase of the Real Estate and personal

32 escrow deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

31 be paid by Escrowee as follows: a) The sum of \$ \_\_\_\_\_ per day for use and occupancy from and including the day after

30 Closing to and including the day of delivery of possession, if on or before the Possession Date specified in this paragraph that Seller

29 (5) times the daily amount set forth herein shall be paid for each day after the Possession Date specified in this paragraph that Seller

28 remains in possession of the real estate; and c) The balance, if any, to Seller after delivery of possession and provided that the terms

27 of Paragraph 27 have been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession

26 escrow deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

25 39. POST-CLOSING POSSESSION: Possession shall be delivered no later than 1:59 P.M. on the date that

24 is \_\_\_\_\_ days after the date of Closing ("the Possession Date"). Seller shall be responsible for all utilities, contents and liability

23 insurance, and home maintenance expenses until delivery of possession. Seller shall deposit in escrow at Closing

22 with \_\_\_\_\_ the sum of \$ \_\_\_\_\_ [choose one]  one percent (1%) of the Purchase Price or  the sum of \$ \_\_\_\_\_ to

21 be paid by Escrowee as follows: a) The sum of \$ \_\_\_\_\_ per day for use and occupancy from and including the day after

20 Closing to and including the day of delivery of possession, if on or before the Possession Date specified in this paragraph that Seller

19 (5) times the daily amount set forth herein shall be paid for each day after the Possession Date specified in this paragraph that Seller

18 remains in possession of the real estate; and c) The balance, if any, to Seller after delivery of possession and provided that the terms

17 of Paragraph 27 have been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession

16 escrow deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

15 38. WOOD DESTROYING INFESTATION: Notwithstanding the provisions of Paragraph 10, within ten

14 Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated not more

13 than six (6) months prior to the date of Closing, by a licensed inspector certified by the appropriate state regulatory authority in the

12 subclassification of termites, stating that there is no visible evidence of active infestation by termites or other wood destroying insects.

11 Unless otherwise agreed between the Parties, if the report discloses evidence of active infestation or structural damage, Buyer has

10 the option within five (5) Business Days of receipt of the report to proceed with the purchase or declare this Contract null and void.

9 This paragraph shall not apply to condominiums or to newly constructed property having been occupied for less than one year

8 following completion of construction.

7 415 mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall

6 deliver a copy of such evaluation(s) to Buyer not less than one (1) Business Day prior to Closing.

467 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

468 The Parties represent that text of this form has not been altered and is identical to the official Multi-Board Residential

470 Real Estate Contract 4.0.

471 Date of Offer 4/7/08

472 DATE OF ACCEPTANCE 4/7

473 Seller Signature [Signature]

474 Buyer Signature [Signature]

475 Seller Signature [Signature]

476 Buyer Signature [Signature]

477 Seller Signature [Signature]

478 Buyer Signature [Signature]

479 Print Buyer(s) Name(s) [Required] 255 E. Wilson

480 Address Lombard IL 60148

481 City State Zip

482 Address Lombard IL 60148

483 City State Zip

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520 Address Lombard IL 60148

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Approved by the following organizations February 2006.

Illinois Real Estate Lawyers Association, Aurora Tri-County Association of REALTORS®, Chicago Association of REALTORS®, DuPage County Bar Association, Kane County Bar Association, Lake County Bar Association, McHenry County Association of REALTORS®, North Shore - Barrington Association of REALTORS®, Northwest Suburban Bar Association, Oak Park Board of REALTORS®, REALTOR®, REALTOR® Association of the Fox Valley, REALTOR® Association of the Northwest Chicago and REALTOR® Association of West/South Suburban Chicago and, Three Rivers Association of REALTORS®, West Towns Board of REALTORS®

518 Seller Rejection: This offer was presented to Seller on \_\_\_\_\_ at \_\_\_\_\_ AM/PM \_\_\_\_\_ and rejected on \_\_\_\_\_ at \_\_\_\_\_ AM/PM \_\_\_\_\_ (Seller initials) \_\_\_\_\_ (Seller initials) \_\_\_\_\_ (Seller initials)

Buyer Initial \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Address \_\_\_\_\_ 513 \_\_\_\_\_



Illinois Association of REALTORS® RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT



NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 513 S. Finley  
City, State & Zip Code: Lombard, IL 60148  
Seller's Name: Gregory & Patricia Bond

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of 2008 and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impact the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected. The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes", "correct", "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

Table with 12 columns: Question, YES, NO, N/A. Rows 1-22 covering items like Seller occupancy, flooding, leaks, electrical, plumbing, and structural defects.

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit. Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary. Check here if additional pages used.

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.





The Law Offices of GALANOPoulos and GALGAN

340 W Butterfield Road • Elmhurst, Illinois 60126-5068  
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Dean G. Galanopoulos  
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dgalanopoulos@gallaw.com

Robert J. Galgan, Jr.  
Tel 630/941-7081 (Direct Line)  
Fax 630/941-1145  
rjgalgan@gallaw.com

November 7, 2008

Via Facsimile - 312/984-6444  
George A. Wagner, Esq.  
20 N. Wacker Drive # 1660  
Chicago, Illinois 60606

Re: Rohde to Village of Lombard  
513 S. Finley, Lombard, IL 60148  
Our File No.: 08-333

Dear Mr. Wagner:

The following is a written explanation for questions 2, 4, 5 and 6 on the Residential Real Property Disclosure Report to which my client answered "yes":

- 2. There is leakage through a crack in the front corner of the foundation.
- 4. Same explanation as for #2.
- 5. The entire chimney needs tuckpointing.
- 6. Same explanation as for #2.

Thank you.

Very truly yours,

*Dean G. Galanopoulos*

Dean G. Galanopoulos

DGG/lt

cc: Mr. and Mrs. Rohde

Amy Pecoraro - Coldwell Banker (via facsimile)





DISCLOSURE OF INFORMATION ON RADON HAZARDS

(For Residential Real Property Sales or Purchases)

Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession. The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

- (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain):
- (b) Seller has provided the purchaser with all available records and reports pertaining to elevated radon concentrations within the dwelling.
- (c) Seller has no knowledge of elevated radon concentrations in the dwelling.
- (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- (e) Purchaser has received copies of all information listed above.
- (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.
- Agent's Acknowledgment (initial if applicable)
- (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller: Anthony M. Roubicek Date: 4-4-08

Seller: Barbara A. Roubicek Date: 4-4-08

Purchaser: [Signature] Date: 4-7-08

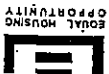
Purchaser: [Signature] Date: 4-4-08

Agent: [Signature] Date: \_\_\_\_\_

Property Address: 53 S. Franklin

City, State, Zip Code:  Lombard, IL 60148





ILLINOIS ASSOCIATION OF REALTORS®  
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT  
LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS



Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: 513 S. Finley

Seller's Disclosure (Initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):  
PR G.R.
- (b) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
PR G.R.
- (c) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

- (c) Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- (e) Purchaser has (check one below):

- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

Seller Shirley A. Cook Date 4/14/08 Purchaser [Signature] Date 4/17/08  
 Seller Robert A. Rahn Date 4/14/08 Purchaser [Signature] Date 4/17/08  
 Agent [Signature] Date 4/14/08 Agent [Signature] Date 4/17/08



May 21, 2008 10:18AM

GALANOPoulos & GALGAN

002

No. 3055 P. 3/7



20 N. Wacker Drive, Ste 1660  
Chicago, Illinois 60606-2903  
t 312 984 6400 f 312 984 6444

15010 S. Ravinia Avenue, Ste 10  
Orland Park, Illinois 60462-3353  
t 708 349 3888 f 708 349 1506

www.ktjlaw.com

Writers Direct Dial:

(312) 984-6468

Writers Email:

gawagner@ktjlaw.com

April 14, 2008

VIA FACSIMILE TRANSMISSION

Andrew J. Draus, P.C.

425 S. Main Street

Lombard, IL 60148

RE:

Real Estate Contract dated April 7, 2008 ("Contract") made by and between PATRICIA A. ROHDE and GREGORY W. ROHDE, husband and wife (together, the "Seller") and the VILLAGE OF LOMBARD, an Illinois municipal corporation (the "Buyer") for the purchase of the real property commonly known as 513 South Finley, Lombard, IL (the "Real Estate")

Dear Mr. Draus:

Our Firm represents the Village of Lombard. In connection with the above-referenced Contract, this letter shall serve as proposed revisions and modifications to the Contract pursuant to Paragraph 9 entitled "Attorney Review". We request the following changes:

PARAGRAPH 8. PROVISIONS.

Line 67, reference to "100%" is changed to "115%". - *NOT REEDED.*

PARAGRAPH 10. PROFESSIONAL INSPECTIONS.

Lines 85 and 86 are modified to delete the following: "report(s) within five (5) Business Days (ten (10) calendar days for a lead-based paint and/or lead-based paint hazard inspection) after Date of Acceptance" and replace in its stead "report(s) by April 21, 2008." - *NOT REEDED.*

PARAGRAPH 16. TITLE.

Lines 173 and 174 are modified to delete "At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing," and substitute in its stead: "At Seller's expense, Seller will deliver or cause

OK  
OK

SEE 5/22  
SEE 5/22

to be delivered to Buyer or Buyer's attorney within twenty (20) days of the Date of Acceptance.

... - NOT AGREED.

PARAGRAPH 17. PLAT OF SURVEY.

Line 187 is modified to delete "Not less than (1) Business Day prior to Closing" and replace it with "Within 20 days of the Date of Acceptance," - NOT AGREED.

PARAGRAPH 21. SELLER REPRESENTATIONS.

This paragraph needs to be completed by the Seller. *DEMAND TO BE CHECKED BY SELLER*

PARAGRAPH 27. NOTICE.

The following are hereby added to the Contract:

Buyers Counsel:

Klein, Thorpe & Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, IL 60606

Attn: George A. Wagner, Assistant Village Attorney

PHN: 312-984-6468

FAX: 312-606-7070

Email: gwagner@kjlw.com

Sellers Counsel:

~~Andrew J. Dross, P.C.  
425 South Main Street  
Lombard, IL 60148~~

~~PHN: 630-705-1700~~

~~FAX: 630-705-1710~~

Email: ~~DEAN@GALAN.COM~~

PHN: (630) 832-6666  
FAX: (630) 941-1145

DEAN G. GALANOPoulos  
340 W. BUTTERFIELD ROAD, #1A  
ELMHURST, IL 60126-5058

PARAGRAPH 30. OTHER PROVISIONS.

The second written sentence is modified to read "If both of Seller's lenders do not agree to this Contract, this Contract shall be null and void and the Earnest Money Deposit shall be immediately returned to the Buyer." - NOT AGREED.

PARAGRAPH 40. "AS-IS" CONDITION.

Line 445 is modified to delete reference to "within five (5) Business Days after the Date of Acceptance," and replace the following in its stead "by April 21, 2008", - NOT AGREED.

DISCLOSURE AFFIDAVIT. The Seller must complete the attached form. - NOT AGREED.



Mr. Andrew J. Drais  
Page Two  
April 14, 2008

05/21/2008 18:36 FAX 630 941 1145  
May 21, 2008 10:19AM

GALANPOULOS & GALGAN

No. 3055 P. 5/7

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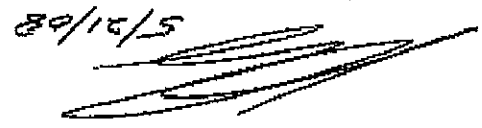
RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT.

The Seller must complete the explanation of any questions marked with a "yes" - **ACCUSED**

I look forward to hearing from you soon.

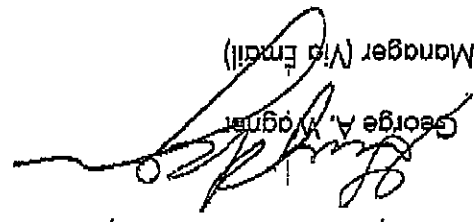
RECEIVED TO MS

NOTED.



5/2/08

cc: David Hulseberg, Assistant Village Manager (Via Email)  
Deanna Marie, Sr. Paralegal



George A. Wagnon

KLEIN, THORPE & JENKINS, LTD.

Very truly yours,



0202 0203

No. 3083 P. 2/3

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May 22, 2008



May 22, 2008 1:02PM

05/22/2008 13:30 FAX 630 941 1145

05/24/2008 07:59 FAX 630 941 1145

GALANOPOLLOS & GALGAN

GALANOPOLLOS & GALGAN

VIA FACSIMILE 630-941-1145  
Dean G. Galanopoulos  
340 West Butterfield Road  
Elmhurst, IL 60126-5068

RE: Real Estate Contract dated April 7, 2008 ("Contract") made, by and between PATRICIA A. ROHDE and GREGORY W. ROHDE, husband and wife (together, the "Seller") and the VILAGE OF LOMBAR, an Illinois municipal corporation (the "Buyer") for the purchase of the real property commonly known as 513 South Finley, Lombard, IL (the "Real Estate")

Dear Mr. Galanopoulos:

We are in receipt of your hand-written responses to our letter to Andrew J. Drous, dated April 14, 2008 and have approved your changes except for the following requested changes:

PARAGRAPH 5, CLOSING.

is revised to read: Closing or escrow shall be 20 days after Buyer's receipt of notice from the Seller that both lenders have agreed to a "short sale", or at such time as mutually agreed upon by the Parties in writing. Closing shall take place at the title company escrow office situated geographically nearest the Real Estate or as shall be agreed mutually by the Parties. - *REMOVED.*

PARAGRAPH 16, TITLE.

Lines 173 and 174 are modified to deleted "At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing," and substitute in it read: "At Seller's expense, Seller will deliver or cause

*OK*

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No. 3083

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GALANPOULOS & GALGAN

05/24/2008 08:00 FAX 630 941 1145

05/22/2008 13:30 FAX 630 941 1145

May 22, 2008 1:02PM

Mr. Dean G. Galanopoulos

Page Two

May 22, 2008

to be delivered to Buyer or Buyer's attorney within twenty five business days of the Closing Date... - RECEIVED.

PARAGRAPH 17. PLAT OF SURVEY.

Line 187 is modified to delete "Not less than (1) Business Day prior to Closing" and replace it with "Within 5 business days of the Closing Date"; - NOT RECEIVED. DUE TO SHORT SALE, SURVEY WILL BE ORDERED LAST MINUTE AND DELIVERED AT CLOSING.

If the your client approves the above changes, please sign and date where indicated below, your acceptance of these changes. If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

KLEIN, THORPE & JENKINS, LTD.

*George A. Wagner*  
George A. Wagner

cc: David Hulseberg, Village Manager (Via Email)  
Deanna Marie, Sr. Paralegal

Manager 21797 2

Seller Signature: Wells Fargo Bank  
 Seller Signature: Patricia A. Bohde  
 Buyer Signature: Wills of Lombard  
 Buyer Signature: by: Raymond J. Boyle  
 Broker / Agent Signature: [Signature]  
 Date: 7-21-08  
 Date: 7-21-08  
 Date: 7/23/08  
 Date: 7/18/08

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date first written above.  
 The Parties agree that this Addendum together with the Sales Contract shall constitute the entire and sole agreement between the Parties with respect to the sale of the subject property and superseded any prior agreements, negotiations, understandings, or other matters whether oral or written, with respect to the subject matter hereof. No allegations, modifications, or waiver of any provision hereof shall be valid unless in writing and signed by Parties hereto.  
 The Parties agree that the acceptance of the Short Sale is contingent upon the approval of ASC, FHA, VA government agencies, any investor, and/or mortgage insurance companies.  
 The Parties agree that under no circumstances will the sales contract be assignable.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Addendum and of the representations, warranties, conditions and promises hereinafter acknowledged, Sellers, Buyers and Broker hereby agree as follows:  
 The Parties acknowledge and agree that the Subject Property is being sold in "as is" condition. The Parties agree that the Seller may cancel this agreement prior to the ending date of the contract period without advance notice to the Broker, and without payment of a commission of any other consideration, if the property is conveyed to the mortgage insurer or the mortgage holder.  
 The Parties agree that the acceptance of the Short Sale is contingent upon the approval of ASC, FHA, VA government agencies, any investor, and/or mortgage insurance companies.

This Addendum to Contract is entered into and is effective as of 7/21/08 by and between, Sellers, Buyers and Broker (hereinafter referred to as "the Parties") and shall be deemed to amend, modify, and supplement that certain Contract Dated 7/18/08 by and between Sellers and Buyers (the "Contract").  
 Contract Information  
 Sellers: Patricia A. Bohde  
 Buyers: Wills of Lombard  
 Property Address: 513 S. Entley  
Lombard IL 60148  
 Dated: 7/21/08



7 AS AMENDED BY LETTER AGREEMENTS  
 DATED 4.14.08  
 5.22.08  
 ATTACHED  
 MUST AND INSURANCE  
 REVENUE BY



Date

7-23-08

TITLE ACTING VILLAGE MANAGER

JANE RYMOND S. BYRDE

*[Signature]*  
Village of Lombard  
By Douglas J. Byrde

BUYER:

Date

7-21-08

Patricia A. Rohrer

*[Signature]*

SELLERS:

THE PRINTED MATTER OF THIS RIDER HAS BEEN PREPARED UNDER THE SUPERVISION OF THE REALTOR ASSOCIATION OF THE WESTERN SUBURBS AND THE DUPAGE COUNTY BAR ASSOCIATION. THIS RIDER IS NOT BINDING UNLESS PROPERLY SIGNED.

All other provisions and conditions of said Contract shall remain unchanged.

The Closing date shall be changed from 20 days after Buyer's receipt of notice from the Seller that both lenders have agreed to a "short sale" to August 31, 2008.

*[Signature]*

It is further agreed by and between the parties hereto as follows:

CONTRACT DATE April 7, 2008, As Amended by Letter Agreements DATED 4-14-08 And 5-22-08.

PROPERTY ADDRESS 513 S. Finley Road, Lombard, Illinois 60148

RIDER 513  
AMENDMENT TO CONTRACT  
(CLOSING DATE CHANGE)





4. As the  owner or  authorized trustee or  corporate official or  managing agent or \_\_\_\_\_ of the Real Estate, I declare under oath that (choose one):

3. That, I understand that pursuant to 50 ILCS 105/3.1, prior to execution of a real estate purchase agreement between the record fee owner of the Real Estate and Purchaser, Illinois State Law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the Purchaser disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Real Estate, and every shareholder entitled to receive more than 7 1/2% of the total distributable income of any corporation having any interest, real or personal, in the Real Estate.

2. That, the Real Estate (as defined herein) being sold to the Purchaser is commonly known as 513 S. FINLEY and is located in the County of DAKOTA Village/City of LOMBARD State of Illinois (herein referred to as the "Real Estate". The Real Estate has an Assessor's Permanent Index Number of 06-07-305-061

1. That, I am over the age of eighteen and the (choose one)  owner or  authorized trustee or  corporate official or  managing agent or \_\_\_\_\_ of the Real Estate (as defined herein).

\_\_\_\_\_ (hereinafter referred to as "Affiant") reside at 513 S. FINLEY RD. LOMBARD, IN DAKOTA COUNTY, STATE OF ILLINOIS first duly sworn and having personal knowledge of the matters contained in this Affidavit, swear to the following:

**DISCLOSURE AFFIDAVIT**

State of Illinois  
County of \_\_\_\_\_

ss. \_\_\_\_\_

**ALL SELLERS MUST SIGN AN AFFIDAVIT THAT IS SUBSTANTIALLY SIMILAR TO THE ONE BELOW**

[ ] The owners or beneficiaries of the trust are: \_\_\_\_\_  
 or \_\_\_\_\_

[ ] The shareholders with more than 7 1/2% interest are: \_\_\_\_\_  
 or \_\_\_\_\_

[ ] The corporation is publicly traded and there is no readily known individual having greater than a 7 1/2% interest in the corporation.

This Disclosure Affidavit is made to induce the Purchaser to accept title to the Real Estate in accordance with 50 ILCS 105/3.1.

AFFIANT

*DEAN G. LATHROPoulos*  
*ATTORNEY AND ADVISER*  
*AGENT FOR SELLER*

SUBSCRIBED AND SWORN to before me  
 this 13th day of Nov. 2008

NOTARY PUBLIC

