

**RESOLUTION  
R 54-17**

**A RESOLUTION APPROVING A CONTRACT FOR  
THE SALE OF SURPLUS REAL ESTATE  
(115 W. Crystal Avenue, Lombard, Illinois)**

**WHEREAS**, the Village has offered to enter into a contract for the purchase of the following-described, one foot (1') wide by one hundred fifty-four and 42/100 feet (154.42') long, strip of real property on which a wooden fence has been inadvertently constructed on Village property by the owners of the adjacent real property commonly known as 111 W. Crystal Avenue, Lombard, Illinois, Jeff Kasnick and Carol Kasnick (hereinafter the "Purchaser"), and is zoned R2 Single Family Residence District:

THE EAST 1.0 FEET OF LOT 12 OF SALVATORI'S SUBDIVISION OF LOT "A" IN ELMORE'S NORTH VIEW, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SALVATORI'S SUBDIVISION RECORDED MARCH 26, 1958 AS DOCUMENT NO. 874722, IN DUPAGE COUNTY, ILLINOIS.

PIN: Pt. 06-06-217-019;

Common Address: A portion of 115 W. Crystal Avenue, Lombard, Illinois;  
(hereinafter the "Subject Property"); and

**WHEREAS**, the President and Board of Trustees have determined that the Subject Property is surplus property; and

**WHEREAS**, pursuant to 65 ILCS 5/11-76-4.1, the Village has had the Subject Property appraised by a State-certified real estate appraiser, a copy of the appraisal performed by David A. Freese, MAI, SRA, of Freese and Associates, dated January 4, 2017, being on file with the Village Clerk's office and subject to public inspection, and incorporated herein by reference (hereinafter the "Appraisal"); and

**WHEREAS**, said Appraisal has determined that the value of the Subject Property is negligible (i.e., less than \$100.00); and

**WHEREAS**, the President and Board of Trustees have determined that the Subject Property shall, pursuant to the requirements of 65 ILCS 5/11-76-4.1, be sold for not less than \$2,450.00; and

**WHEREAS**, the Purchaser has offered to purchase the Subject Property for \$2,450.00 pursuant to the terms and conditions of the purchase agreement attached hereto as Exhibit A

and made part hereof (hereinafter the "Purchase Agreement"); and

**WHEREAS**, it is in the best interests of the Village to sell the Subject Property to the Purchaser for \$2,450.00 pursuant to the Purchase Agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

**SECTION 1:** That the sale of, and transfer of title to, the Subject Property to the Purchaser, for \$2,450.00, pursuant to the terms and conditions of the Purchase Agreement, is hereby approved.

**SECTION 2:** That Village Staff is hereby directed to prepare the necessary documents to transfer title, and to thereafter transfer title, to the Subject Property to the Purchaser pursuant to the terms and conditions of the Purchase Agreement.

**SECTION 3:** That the Village President, Village Clerk, Village Manager and/or Village Finance Director are hereby authorized and directed to execute any and all necessary documents to complete the transaction contemplated by the Purchase Agreement.

**ADOPTED** this 17<sup>th</sup> day of August, 2017, pursuant to a two-thirds (2/3rds) roll call vote of the Corporate Authorities, as required by 65 ILCS 5/11-76-4.1, as follows:

Ayes: Village President Giagnorio, Trustee Fugiel, Foltyniewicz, Johnston, Pike and Ware

Nays: None

Absent: Trustee Whittington

Approved this 17<sup>th</sup> day of August, 2017.

  
**Keith T. Giagnorio**  
Village President

ATTEST:

  
**Sharon Kuderna**  
Village Clerk

**Exhibit A**

**Purchase Agreement**

(attached)

**REAL ESTATE PURCHASE AGREEMENT**  
**(PART OF 115 W. CRYSTAL AVENUE, LOMBARD, ILLINOIS)**

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is dated as of this 17<sup>th</sup> day of August, 2017 (the "Effective Date"), by and between the VILLAGE OF LOMBARD, an Illinois municipal corporation ("Seller"), and JEFF KASNICK and CAROL KASNICK, husband and wife, (collectively the "Purchaser"). The Seller and Purchaser may sometimes be individually referred to as a "party" or collectively as the "parties".

**RECITALS:**

- A. Seller is the owner of real property commonly known as 115 W. Crystal Avenue, Lombard, Illinois ("Seller Property"). A true and accurate legal description of the Seller Property is attached hereto as **Exhibit A** and made a part hereof.
- B. Purchaser is the owner of real property commonly known as 111 W. Crystal Avenue, Lombard Illinois ("Purchaser Property"). A true and accurate legal description of the Purchaser Property is attached hereto as **Exhibit B** and made a part hereof.
- C. The Purchaser inadvertently constructed a wooden fence along a portion of the west property line of the Purchaser Property that encroaches onto the east property line of the Seller Property by approximately one foot (1'), as depicted on the Plat of Survey attached hereto as **Exhibit C** and made a part hereof.
- D. In order to resolve the aforementioned encroachment, the Seller agrees to sell and the Purchaser agrees to purchase a one foot (1') wide by one hundred fifty-four and 42/100 feet (154.42') long strip of real property on which the Purchaser's wooden fence encroaches onto the Seller's Property ("Subject Property"). A true and accurate legal description of the Subject Property being sold to the Purchaser under this Agreement is attached hereto as **Exhibit D** and made a part hereof.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of each party to the other contained herein, the parties hereto do hereby mutually covenant and agree as follows:

- 1. **Incorporation of Recitals.** The above Recitals are hereby incorporated herein by reference as material terms of this Agreement.
- 2. **Purchase Price.** Subject to the terms and conditions contained in this Agreement, Seller agrees to sell the Subject Property to the Purchaser and the Purchaser Agrees to purchase the Subject Property from the Seller for Two Thousand Four Hundred Fifty and No/100 Dollars (\$2,450.00) ("Purchase Price"). The Purchase Price shall be payable to the Seller by the Purchaser as follows:

- A. One Thousand and No/100 Dollars (\$1,000.00) shall be paid by the Purchaser to the Seller in certified funds at the Closing.
- B. The remaining One Thousand Four Hundred Fifty and No/100 Dollars (\$1,450.00) of the Purchase Price shall be paid by the Purchaser to the Seller in eleven (11) monthly installments, the first ten (10) of which shall be in the amount of One Hundred Forty and No/100 Dollars (\$140.00), and the final installment shall be in the amount of Fifty and No/100 Dollars (\$50.00), all to be paid to the Seller in certified funds. Each monthly installment shall be paid by the Purchaser to the Seller by the first day of the month. The first monthly payment shall be due on the first day of the second month following the date of closing. For example, if the Closing occurs on February 1<sup>st</sup>, the first payment shall be due on April 1<sup>st</sup>.
- C. The remaining One Thousand Four Hundred Fifty and No/100 Dollars (\$1,450.00) of the Purchase Price shall be secured by an interest-free note and mortgage on the Purchaser Property to be executed by the Purchaser as the mortgagor. The note and mortgage shall be in the form attached hereto as Exhibit E.
- D. The mortgage securing the balance of the Purchase Price shall be recorded against the Purchaser Property and the Purchaser shall be responsible for the cost of recording the mortgage. Upon making the last payment on the note and mortgage, the Seller shall provide the Purchaser with a duly executed release of the mortgage.

### **3. Seller's Representations and Warranties.**

- A. Existence and Authority. Seller is a municipal corporation duly existing under the laws of the State of Illinois, has the necessary authority, power and capacity to own the Subject Property and to enter into this Agreement and the documents and transactions contemplated herein and to carry out the obligations of this Agreement and the documents and transactions contemplated herein. Seller has good right, full power and absolute authority to sell, assign and transfer the Subject Property to Purchaser in the manner contemplated herein. Seller has taken all necessary or desirable, actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of, this Agreement and the sale and transfer of the Subject Property by Seller to Purchaser. This Agreement is a legal, valid and binding obligation of the Seller, enforceable against it in accordance with its terms subject to: (i) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; and (ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.

- B. Contracts. Seller has not entered into any material management, maintenance, service, supply, insurance or other Contracts that affect any portion of any property comprising the Property or its operation and that will be binding upon Purchaser after the Closing.
- C. Notices of Violations. Except as disclosed to Purchaser in writing prior to Closing, Seller has not received written notice from any governmental authority of any violations of law (including any Environmental Laws, defined below) at or affecting the Subject Property that have not been cured prior to the Effective Date.
- D. Litigation. Neither the Seller nor the Subject Property is a party in any pending litigation, legal proceeding or investigation which would either materially and adversely affect Seller's performance under this Agreement or have a material adverse effect on the Subject Property after Closing, and to current actual knowledge of Seller no such litigation, legal proceeding or investigation has been threatened against Seller or the Subject Property.
- E. Environmental Matters. To the current actual knowledge of Seller, no material violations of Environmental Laws which have not been cured prior to the Effective Date hereof has occurred on the Subject Property. As used herein, "Environmental Laws" means all laws, statutes, regulations, codes, rules and orders of the United States or the State of Illinois concerning toxic or hazardous substances, pollution, and/or the protection of the environment.
- F. Representations and Warranties as of Date of Closing. All representations and warranties of Seller contained in this Agreement shall be true and correct as of the date made and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.

#### 4. AS IS Sale.

- A. Purchaser expressly acknowledges that, except as expressly provided herein, the Property is being sold and accepted AS IS, WHERE-IS, WITH ALL FAULTS, and Seller makes no representations or warranties, express or implied, with respect to the physical condition or any other aspect of the Subject Property, including, without limitation, (i) the structural integrity of any improvements on the Subject Property, (ii) the manner, construction, condition, and state of repair or lack of repair of any of such improvements, (iii) the conformity of the improvements to any plans or specifications for the Subject Property, including but not limited to any plans and specifications that may have been or which may be provided to

Purchaser, (iv) the conformity of the Subject Property or its intended use to past, current or future applicable zoning or building code requirements or restrictive covenants, or the compliance with any other laws, rules, ordinances, or regulations of any government or other body, (v) the financial earning capacity or history or expense history of the operation of the Subject Property, (vi) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, restriction, condition, or otherwise, (vii) the existence of soil instability, past soil repairs, soil additions or conditions of soil fill, susceptibility to landslides, sufficiency of undershoring, sufficiency of drainage, (viii) whether the Subject Property is located wholly or partially in a flood plain or a flood hazard boundary or similar area, (ix) the existence or non-existence of asbestos, underground or above ground storage tanks, hazardous waste or other toxic or hazardous materials of any kind or any other environmental condition or whether the Subject Property is in compliance with applicable laws, rules and regulations, (x) the Subject Property's investment potential or resale at any future date, at a profit or otherwise, (xi) any tax consequences of ownership of the Property or (xii) any other matter whatsoever affecting the stability, integrity, fitness for use or other condition or status of the land or any buildings or improvements situated on all or part of the Subject Property or any other aspect of the Property or any part thereof (collectively, the "Property Conditions"), and except for warranties and representations expressly provided herein, PURCHASER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS PURCHASER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE relating to the Subject Property, its improvements or the Property Conditions, such waiver being absolute, complete, total and unlimited in any way.

- B. If and to the extent that Seller delivers or makes available documents, reports (including any environmental reports) or other writings concerning the Subject Property (the "Review Items") to Purchaser, all such Review Items shall be delivered or made available without any representation or warranty as to the completeness or accuracy of the data or information contained therein, and all such Review Items are furnished to Purchaser solely as a courtesy, and Seller has neither verified the accuracy of any statements or other information therein contained, the method used to compile such information nor the qualifications of the persons preparing such information. The Review Items are provided on an AS-IS-WHERE-IS BASIS, AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT SELLER MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY

LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE REVIEW ITEMS. Without Seller's prior written consent, Purchaser: (i) shall not divulge to any third party any of the Review Items and shall not use the Review Items in Purchaser's business prior to the Closing, except in connection with the evaluation of the acquisition of the Property; (ii) shall ensure that the Review Items are disclosed only to such of Purchaser's officers, directors, employees, consultants, investors and lenders, as have actual need for the information in evaluating the Property and that prior to Closing all such parties shall treat the Review Items as confidential and proprietary to Seller; (iii) shall act diligently to prevent any further disclosure of the information; and (iv) shall, if the Closing does not occur for any reason, promptly return to Seller (without keeping copies) all Review Items. This Section 6.B. shall survive the termination of this Agreement.

- C. Except as expressly represented by Seller herein, Purchaser will rely solely on its own investigation of the Subject Property and not on any information provided by Seller or its agents. Seller will not be liable or bound in any way by any oral or written statements, representations or information about the Subject Property or its operation furnished by any party purporting to act on Seller's behalf.
- D. Purchaser acknowledges that the Subject Property may not be in compliance with all regulations, rules, laws and ordinances that may apply to the Subject Property or any part thereof and to the continued ownership, maintenance, management and repair of the Subject Property ("Requirements"). After the Closing, Purchaser shall be solely responsible for any and all Requirements, Property Conditions, and all other aspects of the Subject Property, whether the same shall be existing as of the Closing Date or not. Except as expressly provided herein, to the fullest extent permitted by law, Purchaser hereby waives any and all rights and benefits which it now has, or in the future may have, conferred upon it by virtue of any applicable state, federal, or local law, rule, or regulation as a result of any alleged inaccuracy or incompleteness of the information or the purchase of the Subject Property, including, without limitation, (i) the provisions of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS 510), and (ii) any environmental law, rule, or regulation whether federal, state or local, including, without limitation, the Comprehensive Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et seq.) as amended by the Superfund Amendments and Reauthorization Act of 1986, and any analogous federal or state laws. With respect to Purchaser's waiver of the above and the other waivers by Purchaser contained in this Agreement, the Purchaser represents and warrants to Seller that: (a) Purchaser is not in a significantly disparate bargaining position; (b) Purchaser is represented by legal counsel in connection with



the sale contemplated by this Agreement and (c) Purchaser is knowledgeable and experienced in the purchase, and sale of real estate, and is fully able to evaluate the merits and risks of this transaction. As part of the provisions of this Section 4.D., but not as a limitation thereon, Purchaser hereby agrees, represents and warrants that the matters released herein are not limited to matters which are known or disclosed. In this connection, to the extent permitted by law, Purchaser hereby agrees, represents, and warrants that it realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Purchaser further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Purchaser nevertheless hereby intends to release, discharge and acquit Seller from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which might in any way be included in the waivers and matters released as set forth in this Section 4.D. above.

E. The foregoing waivers and releases will be given full force and effect according to each of their express terms and provisions, including those relating to unknown and unsuspected claims, damages and causes of action and strict liability claims. The foregoing waivers and releases include claims of which Purchaser is presently unaware or which Purchaser does not presently suspect to exist which, if known by Purchaser, would materially affect Purchaser's waiver or release to Seller.

F. Notwithstanding anything herein to the contrary, all of the terms and provisions of this Section 4 shall survive the Closing or a termination of this Agreement.

5. **Closing.** The consummation of the transaction contemplated by this Agreement ("Closing") shall take place within thirty (30) days of the effective date of this Agreement. The Closing shall take place at the Lombard Village Hall, located at 255 E. Wilson Avenue, Lombard, Illinois.

6. **Closing Documents.**

A. Prior to or at the Closing, Seller shall execute and/or deliver, or cause to be delivered to Purchaser the following:

i. A duly acknowledged Quitclaim Deed conveying to the Purchaser the Seller's right and title to the Subject Property.

ii. Possession of the Subject Property.

- iii. All other documents reasonably required by the Purchaser.
- B. At the Closing, Purchaser shall deliver to the Seller the One Thousand and No/100 Dollars (\$1,000.00) of the Purchase Price payable by certified funds, and the executed note and mortgage securing the balance of the Purchase Price in the form seen in Exhibit E. At the Closing, the Purchaser shall also pay to the Seller the cost of recording the mortgage with the DuPage County Recorder of Deeds, and the Seller shall promptly record the mortgage.
- C. At the closing, Seller and Purchaser shall jointly deliver:
- i. Closing statements.
  - ii. State, county and local transfer tax declarations, if any.
  - iii. All other documents reasonably required for the Closing.
7. **No Brokers.** Each party represents that no person, corporation, or partnership acting as real estate broker, finder or real estate agent brought about this Agreement.
8. **Subdivision and Consolidation.** The Seller shall take all necessary actions to subdivide the Seller Property to remove the Subject Property from the Seller Property. Within fourteen (14) days of said subdivision, Purchaser shall begin the process of consolidating the Subject Property and the Purchaser Property with the DuPage County assessor's office, and shall diligently take all necessary actions and bear all related costs of said consolidation.
9. **Miscellaneous.**
- A. **Notices.** All notices, requests, demands or other communications hereunder (including notices of all asserted claims or liabilities) to be effective shall be in writing and shall be either delivered personally, sent by messenger service, sent by guaranteed overnight delivery service, sent by facsimile (with hard copy to follow), sent by electronic mail or mailed by U.S. mail, certified or registered, with appropriate first class postage prepaid, to the addressees and/or facsimile numbers herein designated or such other address as may be designated in writing by notice given in the manner provided herein. Notices hereunder shall be effective upon (a) personal delivery thereof, if delivered personally or by messenger service, (b) one (1) business day after deposit for delivery by overnight delivery service, if delivered by overnight delivery service, (c) when receipt is electronically confirmed, if sent by facsimile, or (d) three (3) business days following deposit in the mail, if sent by mail as aforesaid, whether or not

delivery is accepted. All notices, requests, consents and other communications hereunder shall be addressed as follows:

If to the Seller:

William Heniff  
Director of Community Development  
Village of Lombard  
255 E. Wilson Avenue  
Lombard, Illinois 60748  
heniffw@villageoflombard.org

If to Buyer: Jeff and Carol Kasnick  
111 W. Crystal Avenue  
Lombard, IL 60148

- B. Entire Agreement. This Agreement, and the Exhibits attached hereto, constitutes the entire agreement between the parties in connection with this transaction. There are no oral or parol agreements, representations or inducements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby. This Agreement may not be modified except by a written agreement signed by all of the parties.
- C. Time of the Essence. The parties hereto agree that time is of the essence in this transaction and that this Agreement may be executed in counterparts and shall be governed by and interpreted in accordance with the laws of the State of Illinois.
- D. Litigation. Any action or proceeding commenced under this Agreement shall be filed in the Circuit Court of DuPage County, Illinois. If any action or proceeding is commenced by either party to enforce their rights under this Agreement or to collect damages as a result of the breach of any of the provisions of this Agreement, the prevailing party in such action or proceeding, including any bankruptcy, insolvency or appellate proceedings, shall be entitled to recover from the losing party, all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in addition to any other relief awarded by the court.

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

IN WITNESS WHEREOF, the Purchaser and the Seller have executed this Real Estate Purchase Agreement as of the date first set forth above.

**SELLER:**

Date: 8-20-17

Village of Lombard

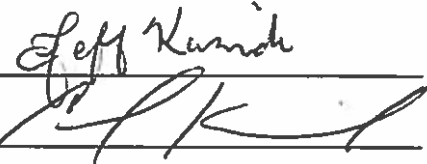
By: 

Name: Scott Niehaus

Title: Village Manager

Date: 8-5-2017

**PURCHASER:**



**EXHIBIT A**

**LEGAL DESCRIPTION OF SELLER PROPERTY**

LOT 12 OF SALVATORI'S SUBDIVISION OF LOT "A" IN ELMORE'S NORTH VIEW, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SALVATORI'S SUBDIVISION RECORDED MARCH 26, 1958 AS DOCUMENT NO. 874722, IN DUPAGE COUNTY, ILLINOIS.

Common Address: 115 W. Crystal Av, Lombard, IL  
PIN: 06-06-217-019

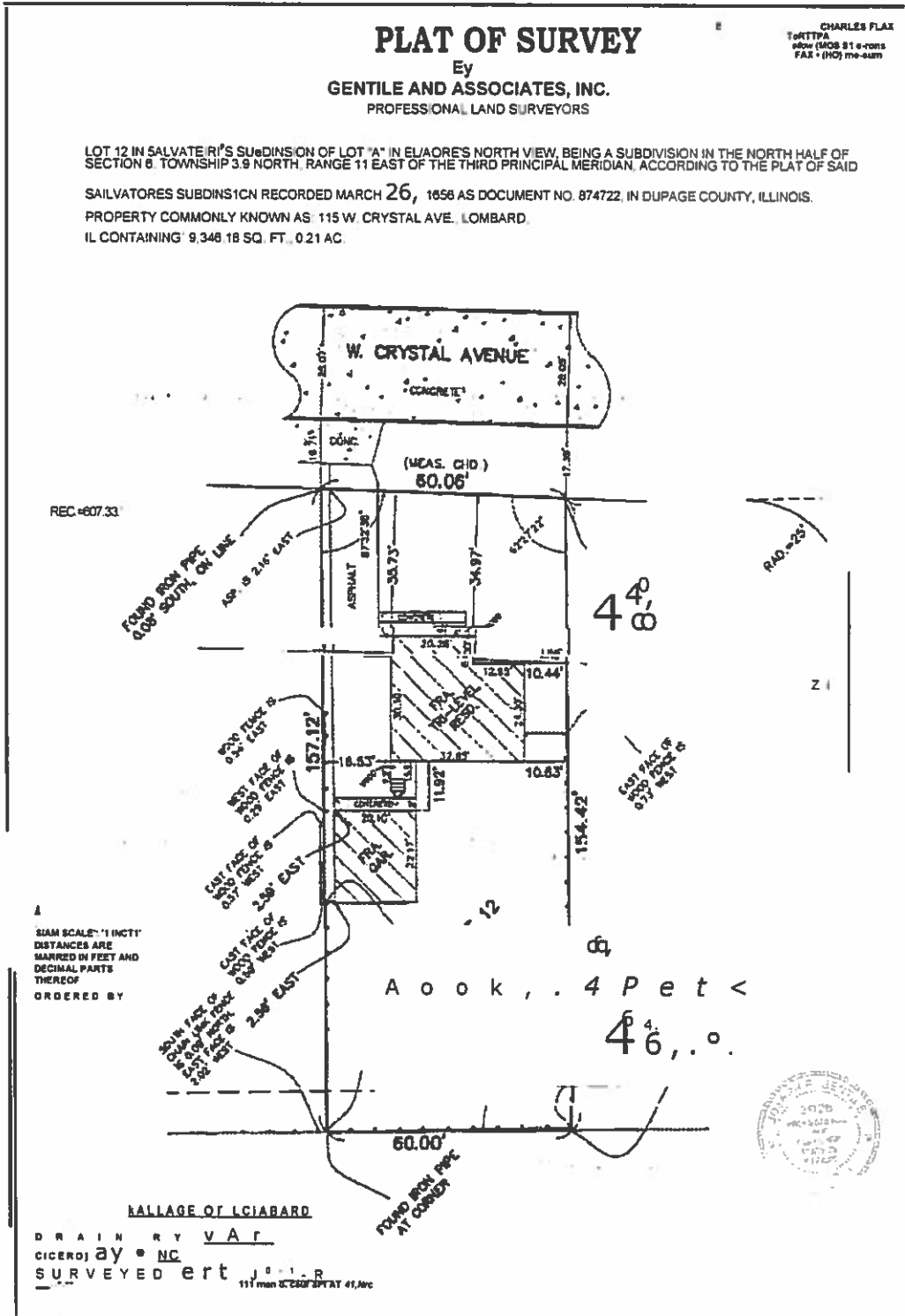
**EXHIBIT B**

**LEGAL DESCRIPTION OF PURCHASER PROPERTY**

LOT 11 OF SALVATORI'S SUBDIVISION OF LOT "A" IN ELMORE'S NORTH VIEW, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SALVATORI'S SUBDIVISION RECORDED MARCH 26, 1958 AS DOCUMENT NO. 874722, IN DUPAGE COUNTY, ILLINOIS.

Common Address: 111 W. Crystal Av, Lombard, IL  
PIN: 06-06-217-020

**EXHIBIT C**  
**PLAT OF SURVEY**



**EXHIBIT D**

**LEGAL DESCRIPTION OF TRACT TO BE CONVEYED FROM SELLER TO  
PURCHASER**

THE EAST 1.0 FEET OF LOT 12 OF SALVATORI'S SUBDIVISION OF LOT "A" IN  
ELMORE'S NORTH VIEW, BEING A SUBDIVISION IN THE NORTH HALF OF  
SECTION 6, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ACCORDING TO THE PLAT OF SAID SALVATORI'S SUBDIVISION  
RECORDED MARCH 26, 1958 AS DOCUMENT NO. 874722, IN DUPAGE COUNTY,  
ILLINOIS.

Common Address: 115 W. Crystal Av, Lombard, IL  
PIN: 06-06-217-019 (pt.)



**EXHIBIT E**

**NOTE AND MORTGAGE FROM PURCHASER**

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

## MORTGAGE

THIS MORTGAGE (the "Mortgage") is made as of \_\_\_\_\_, 2017 by and between JEFF KASNICK and CAROL KASNICK, husband and wife, (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 August \_\_, 2017, 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 ONE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$1,450.00), 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 ONE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$1,450.00), 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 in the Purchase Agreement, 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.

JEFF KASNICK

\_\_\_\_\_

CAROL KASNICK

\_\_\_\_\_

The foregoing instrument was acknowledged and signed before me on \_\_\_\_\_, 2017, by Jeff Kasnick and Carol Kasnick.

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

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

**EXHIBIT A**

**Legal Description**

LOT 11 OF SALVATORI'S SUBDIVISION OF LOT "A" IN ELMORE'S NORTH VIEW, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SALVATORI'S SUBDIVISION RECORDED MARCH 26, 1958 AS DOCUMENT NO. 874722, IN DUPAGE COUNTY, ILLINOIS.

Common Address: 111 W. Crystal Av, Lombard, IL  
PIN: 06-06-217-020



**EXHIBIT B**

**Purchase Agreement**

## PROMISSORY NOTE

\$1,450.00

August \_\_, 2017  
Lombard, Illinois

FOR VALUE RECEIVED, the undersigned, **JEFF KASNICK AND CAROL KASNICK**, husband and wife ("**Borrower**"), promises to pay to the order of the **VILLAGE OF LOMBARD**, an Illinois municipal corporation, whose mailing address is 255 E. Wilson Avenue, Lombard, Illinois, 60148-3969 ("**Lender**"), the principal sum of **ONE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$1,450.00)**, 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 Real Estate Purchase Agreement (the "**Purchase Agreement**") and entered into by and between the Borrower and Lender dated August \_\_, 2017, which said Purchase Agreement comprised the agreement between the Borrower and Lender in regard to the purchase of certain real estate by the Borrower from the Lender, as detailed in the Purchase Agreement. 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, Borrower has and shall make payments to Lender (collectively, the "**Payments**") in the total amount of **TWO THOUSAND FOUR HUNDRED FIFTY DOLLARS AND NO/100 DOLLARS (\$2,450.00)**, pursuant to the terms and conditions of the Purchase Agreement. The Payments shall be evidenced by and shall be payable in accordance with the terms of this Note and the Purchase Agreement. The provisions of this Note notwithstanding, liabilities evidenced by this Note shall be immediately due and payable upon the Default of Borrower under 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 (as amended, modified, renewed, restated or replaced from time to time, the "**Mortgage**").

### 3. MAKING OF PAYMENTS.

All payments are payable in lawful certified funds of the United States of America at 255 E. Wilson Avenue, Lombard, Illinois, 60148-3969, or at such other place and in such manner as the holder of this Note may specify by notice to Borrower.

### 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.

**FOR AND IN CONSIDERATION OF THE PURCHASE AGREEMENT, BORROWER, HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOOSING, HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING (I) BROUGHT BY BORROWER, LENDER OR ANY OTHER PERSON RELATING TO THIS NOTE. BORROWER HEREBY AGREES THAT THIS AGREEMENT CONSTITUTES A WRITTEN CONSENT TO WAIVER OF**

**TRIAL BY JURY, AND BORROWER DOES HEREBY CONSTITUTE AND APPOINT LENDER ITS TRUE AND LAWFUL ATTORNEY-IN-FACT, HOWEVER, SAID APPOINTMENT IS LIMITED SOLELY TO ACTS RELATED TO THE JURY WAIVER WHICH APPOINTMENT IS COUPLED WITH AN INTEREST, AND BORROWER DOES HEREBY AUTHORIZE AND EMPOWER LENDER, IN THE NAME, PLACE AND STEAD OF BORROWER, TO FILE THIS AGREEMENT WITH THE CLERK OR JUDGE OF ANY COURT OF COMPETENT JURISDICTION AS A STATUTORY WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY. BORROWER ACKNOWLEDGES THAT ITS WAIVER OF TRIAL BY JURY HAS BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY BORROWER AS PART OF A BARGAINED FOR LOAN TRANSACTION.**

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

**BORROWER:**

JEFF KASNICK

\_\_\_\_\_

CAROL KASNICK

\_\_\_\_\_

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

**LENDER:**

VILLAGE OF LOMBARD, an Illinois municipal corporation

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

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

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