

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

C E R T I F I C A T I O N

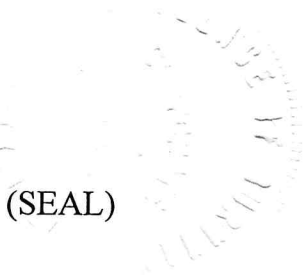
I. LUS E. CHAVEZ, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Burnham, Cook County, Illinois, and as such Village Clerk, I am the keeper of the official journal, records, papers, entries, documents, Resolutions and Ordinances of the Village of Burnham and of the Village President and Board of Trustees of the Village of Burnham (the "Corporate Authorities") and that attached is a full, true, and correct copy of Ordinance No. 2020-O-002 now on file in my office entitled:

**ORDINANCE NO. 2020-O-002**  
**SALE OF 14512 SOUTH TORRENCE AVENUE**  
**JUAN CARLOS CANCHOLA**  
**AN ORDINANCE AUTHORIZING THE TRANSFER OF PROPERTY COMMONLY**  
**KNOWN AS 14512 SOUTH TORRENCE AVENUE, BURNHAM, COOK COUNTY,**  
**ILLINOIS**


I further certify that said Ordinance No. 2020-O-002 was duly passed on roll call vote by the Board of Trustees of the Village of Burnham, Cook County, Illinois, on the 12th day of May, 2020 and approved by the Village President (Mayor) on the 12th day of May, 2020 and that said Ordinance attached is now in full force and effect and has not been rescinded.

I do further certify that the deliberations of the Corporate Authorities on the passage of said Ordinance was taken openly, that the vote on the passage of said Ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; and that said meeting was called and held in strict compliance with the provisions of "AN ACT in relation to meeting", approved July 11, 1957, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied will all of the provisions of said Act and said Codes and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I have hereunto set my hand as Village Clerk of the Village of Burnham and have hereunto affixed the seal of said Village of Burnham this 12th day of May, 2020.



(SEAL)

  
\_\_\_\_\_  
LUS E. CHAVEZ  
Village Clerk

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**THE VILLAGE OF BURNHAM  
COOK COUNTY, ILLINOIS**

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**ORDINANCE NO. 2020-O-002**

**SALE OF 14512 SOUTH TORRENCE AVENUE  
JUAN CARLOS CANCHOLA**

**AN ORDINANCE AUTHORIZING THE TRANSFER OF PROPERTY  
COMMONLY KNOWN AS 14512 SOUTH TORRENCE AVENUE,  
BURNHAM, COOK COUNTY, ILLINOIS**

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**WHEREAS**, The Village of Burnham was organized as a municipal corporation on February 8, 1907 by court order under the Cities, Villages and Towns Act of the Illinois Revised Statutes in Cook County, Illinois; and

**WHEREAS**, the Village of Burnham, Cook County, Illinois, (the "Village") has elected by Referendum on March 11, 1980 to become a home rule unit, and accordingly, pursuant to the provisions of the *Constitution of the State of Illinois* of 1970, particularly Article VII, Section 6(a) thereof, the Village is a home rule unit; and

**WHEREAS**, pursuant to the powers of a home rule unit set forth in Article VII, Section 6(a) of the *Constitution of the State of Illinois* of 1970, the Village may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of public health, safety, morals, and welfare; to license; to tax; to incur debt; and to enact ordinances therefore; and

**WHEREAS**, the Village of Burnham acquired certain real estate in the past including a vacant building zoned industrial commonly known as 14512 South Torrence Avenue, Burnham, Cook County, Illinois; and

**WHEREAS**, an offer to purchase the aforesaid real estate has been received, considered, and reviewed by the Corporate Authorities; and

**WHEREAS**, the aforesaid real estate is commonly known as 14512 South Torrence Avenue, Burnham, Cook County, Illinois, with parcel identification numbers: tax pin nos. 209-01-417-015-0000, 209-01-417-016-0000, 209-01-417-017-0000, 209-01-417-018-0000, 209-01-417-019-0000, and 209-01-417-020-0000, the legal descriptions of which is attached hereto as **Exhibit B**; and

**WHEREAS**, the Village of Burnham passed Resolution 2018-R-007 on August 24, 2018, supporting a Class 8 classification for 14512 South Torrence Avenue, Burnham, Cook County, Illinois; and

**WHEREAS**, the Village of Burnham passed Resolution 2020-R-006 on May 12, 2020 authorizing the sale of the aforesaid real estate; and

**WHEREAS**, the President and Board of Trustees of the Village of Burnham have determined that it is in the best interest of the Village of Burnham and its residents to sell the aforesaid real estate according to the contract of sale attached hereto as **Exhibit A**; and

**NOW, THEREFORE, BE IT ORDAINED** by the Village President (Mayor) and the Board of Trustees of the Village of Burnham, Cook County, Illinois, through its home rule powers, as follows:

**Section 1.** **THAT**, the Corporate Authorities of the Village hereby find that all of the recitals contained in the preambles of this Ordinance are true, correct and complete and do hereby incorporate them into this Ordinance by this reference as if they were set forth verbatim in this section.

**Section 2.** **THAT**, the offer to purchase said vacant lot is hereby accepted by the President and the Board of Trustees of the Village of Burnham for the sale of the above-described real estate.

**Section 3.** **THAT**, the Village President and the Village Clerk are hereby authorized and directed to execute all appropriate documents and take such other action as is required of them to close the sale and consummate the conveyance by the Village of the aforesaid described real estate in accordance with the terms of the said Agreement attached as **Exhibit A**.

**Section 4.** **THAT**, upon satisfaction of the terms of the aforesaid real estate contract and upon payment of the balance of the purchase price, the Village President and Village Clerk are hereby authorized and directed to convey and transfer the aforesaid real estate to Juan Carlos Canchola or his nominee, by a proper deed conveyance.

**Section 5.** **THAT**, the Village President and Village Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to effect the conveyances herein authorized.

**Section 6.** **THAT**, the legal description and real estate tax I.D. numbers are attached hereto as **Exhibit B**.

**Section 7. THAT**, if any section, paragraph, sentence, clause, or provision of this Ordinance shall be held invalid, the invalidity therefore shall not affect any other provision of this Ordinance.

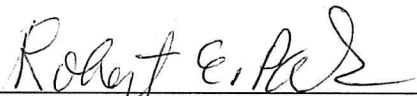
**Section 8. THAT**, this Ordinance shall be in full force and effect after is passage, approval and publication according to law.

**Section 9. THAT**, this Ordinance shall be published in pamphlet form by the authority of the Village President (Mayor) and the Board of Trustees of the Village of Burnham, Cook County, Illinois.


**PASSED** By the Village President (Mayor) and Board of Trustees of the Village of Burnham, Cook County, Illinois, this 12th day of May, 2020.

**PRESIDENT AND VILLAGE BOARD MEMBERS**

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Trustee John Cap Jr.	<u>  X  </u>	<u>          </u>	<u>          </u>	<u>          </u>
Trustee Denise Bonner	<u>          </u>	<u>          </u>	<u>  X  </u>	<u>          </u>
Trustee Graciela Garcia	<u>  X  </u>	<u>          </u>	<u>          </u>	<u>          </u>
Trustee Brenda Greer	<u>  X  </u>	<u>          </u>	<u>          </u>	<u>          </u>
Trustee Carmella Richardson	<u>  X  </u>	<u>          </u>	<u>          </u>	<u>          </u>
Trustee Travis Claybrooks	<u>  X  </u>	<u>          </u>	<u>          </u>	<u>          </u>

  
ROBERT E. POLK  
Village President (Mayor)

ATTEST:

  
LUS E. CHAVEZ  
Village Clerk (SEAL)

Recorded in Village Records:

Published in pamphlet form by authority of the Village President (Mayor) and Board of Trustees of the Village of Burnham, Cook County, Illinois on 12th day of May, 2020.

ATTEST:

  
LUS E. CHAVEZ, VILLAGE CLERK (SEAL)



# MAINSTREET ORGANIZATION OF REALTORS® COMMERCIAL SALES CONTRACT



1 FROM: (Buyer) Juan Carlos Canchola  
 2 (Name)  
 3 TO: (Seller) TITLE HOLDER OF RECORD DATE: 4/28/20  
 4 (Name)

5 OFFER OF BUYER: I/We (Buyer) offer to purchase the Real Estate known as:  
 6 14512 S Torrence Ave Burnham Cook IL  
 7 *Street City County State Zip*  
 8 lot size approximately 175X125, Permanent Index No.: 2901417015-021, together with  
 9 improvements thereon.

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

15 **EXCLUSIONS:** The following shall be excluded: all tenant owned personal property, tenant owned trade fixtures, and:  
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19 Any personal property not specifically included shall be deemed excluded. A system or item shall be deemed to be in operating condition if it  
 20 performs the function for which it is intended, regardless of age, and does not threaten to health or safety.

21 1. PURCHASE PRICE: Purchase Price of ~~\$ 35000~~ ~~\$45,000~~ \$35,000 JC shall be paid as follows: Initial Earnest Money of RP  
04/29/20  
3:50 PM CDT  
dotloop verified  
 22 \$ 2000 shall be tendered to Escrowee on or before 3 day(s) after Date of Acceptance. Additional Earnest Money of  
 23 \$ \_\_\_\_\_ shall be tendered by \_\_\_\_\_, 20. Earnest Money shall be held in trust for the mutual benefit of the Parties by  
 24 [check one]  Seller's Brokerage;  Buyer's Brokerage;  As otherwise agreed by the Parties, as "Escrowee".

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

28 2. CLOSING: Provided title conforms with this contract or has been accepted by Buyer, closing or escrow payout shall be on  
 29 JUNE 15, \_\_\_\_\_, 20 20, by conveyance by stamped recordable warranty deed (or other appropriate deed if title is in  
 30 trust or in an estate) and payment of purchase price. Title shall be conveyed at the time required by this contract subject only to: general Real Estate  
 31 taxes not due and payable at the time of Closing; building lines and building restrictions of record; zoning and building laws and ordinances; public  
 32 and utility easements; covenants and restrictions of record; party wall rights and agreements, if any; existing leases or tenancies; the mortgage or trust  
 33 deed if any, that may be assumed by Buyer as part of this transaction. However, Special Assessments, if any, for improvements not yet completed  
 34 shall be paid by Seller at closing. This sale shall be closed at office of title insurance company or Seller's attorney's office as agreed or in escrow  
 35 with the title company issuing the title commitment by deed and money escrow fee to be divided between Seller and Buyer. Seller and/or Buyer will  
 36 pay their respective brokers' commissions as provided in their respective representation agreements or contracts and shall provide waiver of Brokers'  
 37 liens at closing.

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

55 4. PRORATIONS: Proratable items shall include, without limitation, Real Estate taxes based on 0 % of most recent ascertainable taxes;  
 56 assignable insurance policies, if requested by Buyer; rents and/or security deposits, if any; Special Service Area tax for the year of closing only;  
 57 Condominium Association fees, if any; water taxes and other proratable items including flood hazard insurance shall be prorated to date of  
 58 possession. The Parties-hereeto agree to re-prorate any unbilled real estate tax bill prior to the date of Closing.

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

Buyer Initial <u>Jc</u>	Buyer Initial _____	Seller Initial _____	Seller Initial _____	<span style="border: 1px solid black; padding: 2px;">RP 04/29/20 3:50 PM CDT dotloop verified</span>
Address <u>14512 S Torrence Ave, Burnham, IL 60633</u>				
<small>(Page 1 of 5) 6.2017 - © MAINSTREET ORGANIZATION OF REALTORS®</small>				

Exhibit "A"

60 6. ATTORNEY REVIEW: Within five (5) Business Days after the Date of Acceptance, the attorneys for the respective Parties, by Notice, may:

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

70 Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 6(c). If Notice is not served within the time specified  
71 herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

72 7. INSPECTION/ENVIRONMENTAL SITE ASSESSMENT: This contract is contingent upon approval by Buyer of the condition of the Real  
73 Estate as evidenced by an inspection/environmental site assessment conducted at Buyer's expense and by contractor(s) selected by Buyer, within \_\_\_\_  
74 10 \_\_\_\_ business days after Seller's acceptance of this contract. Buyer shall indemnify Seller from and against any loss or damage to the Real  
75 Estate caused by the acts or negligence of Buyer or the person performing such inspection. If written notice of Buyer's disapproval is not served  
76 within the time specified, this provision shall be deemed waived by the Buyer and this Contract shall remain in full force and effect.

77 8. DISCLOSURE: Within five (5) business days after date of acceptance Seller shall provide to the Buyer all information relevant to the condition,  
78 use and operation of the Real Estate available to Seller including but not limited to: schedule of operating expenses, existing surveys, title policies  
79 and any and all recorded nonconsensual liens. Seller shall prepare, and deliver to Buyer, all documentation for the Real Estate as may be required by  
80 applicable disclosure laws in the jurisdiction the property is located. Seller shall also cooperate with Buyer to secure whatever environmental site  
81 assessment Buyer or Buyer's lender deems necessary or appropriate.

82 9. CONDOMINIUM/Common Interest Associations: (If applicable) The Parties agree that the terms contained in this paragraph,  
83 which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

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

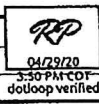
106 10. SELLER REPRESENTATION: Seller represents that Seller has not received written notice from any Governmental body or Owner  
107 Association regarding (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; (c) any pending  
108 condemnation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

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

114 If any of the representations contained herein regarding Owner Association special assessment or Special Service Area are not acceptable to  
115 Buyer, Buyer shall have the option to declare this Contract null and void. If written notice of the option to declare this Contract null and  
116 void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is  
117 later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect. Seller further represents that  
118 Seller has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records or any hazardous waste on the  
119 Real Estate or any improvements for which the required permits were not obtained. Seller represents that there have been no improvements to the  
120 Real Estate which are not either included in full in the determination of the most recent Real Estate tax assessment. Notwithstanding anything to the  
121 contrary contained in this contract, Seller represents that to the best of Seller's knowledge, all heating, central cooling, ventilating, electrical and  
122 plumbing fixtures and systems on the Real Estate and all equipment to be transferred to Buyer pursuant to this contract are in working order and will  
123 be so at the time of closing.

124 Seller represents that, to the best of Seller's knowledge, there are not now, nor have there been, any underground storage tanks located on the  
125 Property and no chemicals or toxic waste have been stored or disposed of on the Property, except for: NONE

Buyer Initial <u>Sc</u>	Buyer Initial _____	Seller Initial _____	Seller Initial <u>RP</u>
Address <u>14512 S Torrence Ave, Burnham, IL 60633</u>			
<small>(Page 2 of 5) 6.2017 MAINSTREET ORGANIZATION OF REALTORS®</small>			



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\_\_\_\_\_ , and that the Property has not been cited for any violation of any Federal, State, County or local environmental law, ordinance or regulation and the Property is not located within any designated legislative "superfund" area, except for: NONE

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

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

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

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**13. PERFORMANCE: Time is of the essence of this Contract.** In any action with respect to this Contract, the Parties are free to pursue any legal 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.

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**14. NOTICE:** All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- (a) By personal delivery of such Notice; or
- (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
- (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
- (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
- (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.

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**15. 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.

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

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**17. 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.

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

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

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

Buyer Initial <u>SC</u>	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address <u>14512 S Torrence Ave, Burnham, IL 60633</u>			
(Page 3 of 5) 6.2017 © MAINSTREET ORGANIZATION OF REALTORS®			
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- 190 20. **CLEAN CONDITION:** Seller shall remove all debris from the Real Estate and improvements by date of possession. Buyer shall have the right
- 191 to inspect the Real Estate and improvements prior to closing to verify that the Real Estate, improvements and included personal property are in
- 192 substantially the same condition as of the date of Seller's acceptance of this contract, normal wear and tear excepted.
- 193 21. **MUNICIPAL ORDINANCES:** Seller shall comply with the terms of any municipal ordinance relating to the transaction contemplated herein
- 194 for the municipality in which the Real Estate is located and shall provide to Buyer at closing evidence of compliance with such ordinances. Transfer
- 195 taxes required by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax imposed by state law.
- 196 22. **SPECIAL FLOOD HAZARD AREA:** Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a
- 197 special flood hazard area which requires Buyer to carry flood insurance. If written notice of the option to declare this Contract null and void is
- 198 not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is later),
- 199 Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.
- 200 23. **TAX LAW COMPLIANCE:** Seller agrees to provide to the Internal Revenue Service the Sale of Real Estate 1099 form as required by law.
- 201 This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980 and
- 202 all amendments thereto (the "Act"). Seller and Buyer shall execute or cause to be executed all documents and take or cause to be taken all actions
- 203 necessary in order that Buyer shall have no liability, either actual or potential, under the Act. Parties are cautioned that the Real Estate may be
- 204 situated in a municipality that has adopted a pre-closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes
- 205 required by municipal ordinance shall be paid by the party designated in such ordinance.
- 206 24. **CAPTIONS:** Captions are not intended to limit the terms contained after said caption and are not part of the contract.
- 207 25. **TAX-DEFERRED EXCHANGE:** Seller and Buyer agree to cooperate in any applicable tax-deferred Exchange, and shall
- 208 execute all documents with respect thereto at their own expense, pursuant to the applicable provisions of the Internal Revenue Code,
- 209 as amended from time to time.


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

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



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

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4/28/20  
Date of Offer  
  
Buyer Signa [Signature]  
Buyer Signature  
Juan Carlos Canchola  
Print Buyer(s) Name(s) [Required]  
  
Corporation/Limited Liability Corporation (LLC)  
  
By – Print Name  
  
Address  
  
City State Zip  
  
Phone E-mail

DATE OF ACCEPTANCE  
  
Seller Signature Robert Polk  
Seller Signature  
TITLE HOLDER OF RECORD  
Print Seller(s) Name(s) [Required]  
  
Corporation/Limited Liability Corporation (LLC)  
  
By – Print Name  
  
Address  
  
City State Zip  
  
Phone E-mail

dolloop verified  
04/29/20 3:50 PM CDT  
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**FOR INFORMATION ONLY**

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Coldwell Banker Residential 26654  
Selling Office MLS #  
Charles Groebe 601829  
Buyer's Designated Agent MLS #  
(312) 981-5500  
Phone Fax  
cgroebe@msn.com; cgroebe61@gmail.com  
E-mail  
  
Buyer's Attorney E-mail  
  
Phone Fax  
  
Mortgage Company Phone/Fax

Coldwell Banker Residential 26654  
Listing Office MLS #  
Charles Groebe 601829  
Listing Designated Agent MLS #  
(708) 205-8703 (312) 981-5501  
Phone Fax  
cgroebe@msn.com; cgroebe61@gmail.com  
E-mail  
  
Seller's Attorney E-mail  
  
Phone Fax  
  
Management Co./Other Contact Phone/Fax

*This Contract Approved by the DuPage County Bar Association.*

**Seller Rejection:** This offer was presented to Seller on \_\_\_\_\_, 20\_\_ at \_\_\_\_:\_\_\_\_ AM/PM and rejected on \_\_\_\_\_, 20\_\_ at \_\_\_\_:\_\_\_\_ AM/PM \_\_\_\_\_ (Seller Initials).

## **EXHIBIT B**

### **LEGAL DESCRIPTION:**

**LOTS 32, 33, 34, 35, 36 AND 37 IN BLOCK 8 IN THE RESUBDIVISION OF THE CALUMET BRIDGE ADDITION, BEING A RESUBDIVISION OF BLOCKS 1 to 8, BOTH INCLUSIVE, AND VACATED STREETS AND ALLEYS BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**P.I.N.'s:        29-01-417-015-0000**

**29-01-417-016-0000**

**29-01-417-017-0000**

**29-01-417-018-0000**

**29-01-417-019-0000**

**29-01-417-020-0000**

**PROPERTY ADDRESS:    14512 South Torrence Avenue, Burnham, Illinois 60633**