**VILLAGE OF BRADLEY**

**ORDINANCE NO. O-5-16-2**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 353 W. BROADWAY, BRADLEY, ILLINOIS, HAVING PERMANENT INDEX NO. 17-09-29-125-015**

ADOPTED BY THE
BOARD OF TRUSTEES
VILLAGE OF BRADLEY

This 13 day of JUNE, 2016

Published in pamphlet form by authority of the Board of Trustees of the Village of Bradley, Kankakee County, Illinois, this 13 day of JUNE, 2016.

CERTIFICATE:

Michael Lagesse, Village Clerk

# ORDINANCE NO. O-5-16-2

## AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 353 W. BROADWAY, BRADLEY, ILLINOIS, HAVING PERMANENT INDEX NO. 17-09-29-125-015

**WHEREAS,** pursuant to 65 ILCS 5/11-76.1-1, *et. seq.*, municipalities have the power by ordinance adopted by an affirmative vote of two-thirds of the elected corporate authorities then holding office to purchase real property for public purposes pursuant to a contract; and

**WHEREAS,** the Village of Bradley desires to purchase the real property located at 353 W. Broadway, Bradley, Illinois (hereinafter the "Subject Property"), having PIN no. 17-09-29-125-015, legally described as Lot Nine (9), Block Thirty-Six (36), Village of Bradley, also known as North Kankakee, Kankakee County, Illinois; and

**WHEREAS,** the owner of said property has made an offer to sell the Subject Property to the Village for $8,500.00 subject to the conditions of the attached Contract (see Exh. A).

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

Section 1. Approval of Purchase and Authority to Execute. The President and Board of Trustees of the Village of Bradley hereby approve the purchase of the subject Property for $8,500.00, subject to the additional conditions of the attached Contract. The Village President and Village Clerk are hereby authorized to execute any and all documents as may be necessary to effect said sale and to close the transaction. The Village President and Village Clerk are further authorized to agree to extensions of the closing date identified in the Contract, should an extension become necessary.

Section 2. Closing to be Conducted By Village Staff. The closing of the purchase of the Property shall be conducted by Village staff.

Section 3. Effective Date. Pursuant to 65 ILCS 5/11-76.1-3, this Ordinance shall be published in a local newspaper twice within 30 days after its passage. This Ordinance shall be in full force and effect 30 days after it is published for a second time in a local newspaper.

PASSED this 13 day of JUNE, 2016.

TRUSTEES:

| | | | |
|---|---|---|---|
| Jerry Balthazor: | AYE - ✓ | NAY - ____ | ABSENT - ____ |
| Robert Redmond: | AYE - ✓ | NAY - ____ | ABSENT - ____ |
| Lori Gadbois: | AYE - ✓ | NAY - ____ | ABSENT - ____ |
| Eric Cyr: | AYE - ✓ | NAY - ____ | ABSENT - ____ |
| Melissa Carrico: | AYE - ✓ | NAY - ____ | ABSENT - ____ |
| Michael Watson: | AYE - ✓ | NAY - ____ | ABSENT - ____ |
| Bruce Adams: | AYE - ____ | NAY - ____ | ABSENT - ____ |
| TOTALS: | AYE - 6 | NAY - 0 | ABSENT - 0 |

APPROVED this 13 day of JUNE, 2016

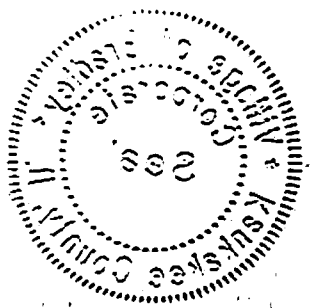
Bruce Adams

Bruce Adams, President of the Board of Trustees of the Village of Bradley

ATTEST:

Michael J. LaGesse

Michael J. Lagesse, Village Clerk



# REAL ESTATE SALE AGREEMENT

**THIS AGREEMENT**, made and entered into by and between **HOMESTAR BANK & FINANCIAL SERVICES**, as guardian of the estates of **HOWARD KUNDE** and **MARIE KUNDE**, disabled persons, referred to as the "Seller," and **VILLAGE OF BRADLEY**, an Illinois municipal corporation, referred to as the, referred to as the "Purchaser."

1. **SALE**: The Seller agrees to sell and the Purchaser agrees to buy, upon the terms and conditions contained in this agreement, the following described real estate, together with all of its improvements and appurtenances, located in Kankakee County, Illinois:

Lot Nine (9), Block Thirty-six (36), Village of Bradley, also known as North Kankakee, Kankakee County, Illinois

Property Index No.: 17-09-29-125-015

which is commonly known as 353 W Broadway, Bradley, Illinois, and improved with a commercial building and accompanying apartment.

2. **PURCHASE PRICE AND METHOD OF PAYMENT**: The purchase price is Eight Thousand Five Hundred and no/100 Dollars ($8,500.00) and is payable as follows:

(a) The sum of Two Thousand and no/100 Dollars ($2,000.00) earnest money upon the execution of this agreement.

(b) The balance of the purchase price, plus or minus prorations or other adjustments as provided in this agreement, in full at the time of closing in the form of immediately available, wire-transferred funds.

3. **CONDITION FOR VILLAGE BOARD APPROVAL**: This agreement is subject to the condition precedent that the Purchaser be able to procure on or before ~~June 10, 2016~~ SEPT. 12, 2016, the approval of the Board of Trustees of the Village of Bradley, Illinois, for the purchase of this real estate on the terms set forth in this agreement. If the Purchaser is unable to obtain such approval and has so notified the Seller within this time, this agreement shall be terminated with all earnest money to be refunded to the Purchaser.

4. **CONDITION FOR COURT APPROVAL**: This agreement is subject to the condition precedent that the Seller, at the Seller's expense, be able to obtain on or before ~~June 17, 2016~~ SEPT. 19, 2016, approval of the sale of the real estate to the Purchaser in the Case Nos. 15-P-293 and 15-P-294 which are the guardianship proceedings of Howard Kunde, a disabled person, and Marie Kunde, a disabled person. Promptly after the execution of this agreement, the Seller shall file with the Circuit Court of the Twenty-first Judicial Circuit, Kankakee County, Illinois, petitions in

SEPT. 19, 2016

these guardianship proceedings seeking such court approval. If the Seller is unable to obtain such court approval on before ~~June 17, 2016~~, and has so notified the Purchaser within this time, this agreement shall be terminated with all earnest money to be refunded to the Purchaser.

5. CONVEYANCE: The Seller shall convey or cause to be conveyed to the Purchaser or the Purchaser's nominee title to the real estate by a recordable guardian's deed subject only to the following: (a) any building setback lines as platted or otherwise of record; (b) public utility easements as platted, otherwise of record, or apparent; (c) general real estate taxes and any special assessments for 2015 and subsequent years; and (d) the acts and sufferances of the Purchaser and of all persons claiming, by, through, or under the Purchaser. The Seller shall also pay the amount of any Illinois and Kankakee County transfer tax due in connection with the transfer of title and shall furnish to the Purchaser a completed real estate transfer declaration signed on behalf of the Seller in the form required pursuant to the Real Estate Transfer Tax Act of Illinois.

6. TITLE INSURANCE AND SURVEY: At least ten (10) days prior to the closing date, the Seller shall provide to the Purchaser the following:

(a) A commitment for an owner's title insurance policy in the amount of the purchase price and showing title in Howard Kunde and Marie Kunde subject only to the title exceptions set forth in Paragraph 5 of this agreement, to the standard exceptions to be contained in the title insurance policy, to liens or encumbrances of a definite and ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller shall so remove at that time provided such liens or encumbrances were not caused by any act or sufferance of the Purchaser, and to matters which the Sellers can cause the title insurance company to waive on or before the closing date.

(b) If ordered and paid for by the Purchaser, a land title survey of the real estate prepared by an Illinois professional land surveyor prepared no earlier than sixty (60) days prior to the closing showing and marking the boundaries of the real estate, the location of all improvements and public utility easements on the real estate, free and unobstructed access to and from a public road or roads, and no encroachments.

If the title insurance commitment or the plat of survey discloses exceptions other than those permitted in this paragraph, the Purchaser shall give written notice of such exceptions to the Seller within five (5) days after the delivery of the last of the title insurance commitment and plat of survey to the Purchaser. The Sellers shall have thirty (30) days after the date of such notice within which to remove such exceptions. If the Seller fails to remove such exceptions within the required time after making every reasonable effort to do so, this agreement shall, at the option of the Purchaser, be terminated unless the Purchaser agrees to accept conveyance subject to such exceptions.

7. REAL ESTATE TAXES: The Seller shall pay in full the on or before the due dates or, if sooner, at the closing the 2015 general real estate taxes and any 2015 special assessments for the real estate. The 2016 general real estate taxes and any 2016 special assessments for the real estate shall be prorated between the parties as of the closing date based upon the latest available tax and assessment information. All tax prorations shall be final.

8. EARNEST MONEY: The earnest money shall be held by the Seller for the mutual benefit of the parties and be disbursed in accordance with the terms of this agreement.

9. POSSESSION: Possession of the real estate shall be delivered to the Purchaser on the closing date.

10. PERSONAL PROPERTY: The following personal property is included in the sale price and shall remain on the real estate: any existing light fixtures; any existing central heating, plumbing, and electrical systems and equipment; any existing hot water heater; any existing built-in cabinets; and any existing storm and screen doors and window. All such personal property is being sold in "as is" condition.

11. ILLINOIS RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT: The Purchaser acknowledges that the sale of the real estate to the Purchaser pursuant to this agreement is the sale by a fiduciary during the course of administration of guardianship estates and, as a result, a completed Illinois Residential Real Property Disclosure Report is not required in connection with this transaction.

12. LEAD-BASED PAINT DISCLOSURE: The Purchaser acknowledges receipt from the Seller prior to the execution of this agreement of a completed Disclosure of Information and Acknowledgment relative to Lead-Based Paint and/or Lead-Based paint hazards. At the real estate, and that the Purchaser has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based hazards. The Purchaser further acknowledges receipt from the Seller of the booklet, "*Protect Your Family from Lead Paint in Your Home.*"

13. RADON HAZARDS DISCLOSURE: The Purchaser acknowledges receipt from the Seller prior to the execution of this agreement of a completed Disclosure of Information on Radon Hazards relative to the real estate. The Purchaser acknowledges receipt from the Seller of the booklet, "*Radon Testing Guidelines For Real Estate Transactions.*"

14. MOLD DISCLOSURE: The Purchaser acknowledges receipt from the Seller prior to the execution of this agreement of a completed Mold Disclosure relative to the real estate.

15. CONDITION OF REAL ESTATE: Except as otherwise provided in the disclosures provided in Paragraphs 11, 12, 13 and 14 of this agreement, the Seller makes no representations or warranties, express or implied, or arising by operation of law, including any warranty of merchantability or fitness for particular purpose, as to condition of the real estate and

the improvements situated on it, the zoning classification of the real estate, the requirements of all zoning, building, or subdivision ordinances, rules, and regulations relative to the real estate, or any other matters relative to the real estate. The Purchaser acknowledges that the real estate is in a substantial state of disrepair and hereby agrees to accept the real estate and the improvements situated on it in their existing or "as is" condition as of the date of this agreement and assume all risks thereof.

JP
SEPT. 26, 2016

16. **CLOSING DATE**: The closing of this transaction shall be held on or before ~~June 24, 2016~~, at the office of HomeStar Title Company, 222 N Industrial Drive, Bradley, Illinois. The charges of the title company for conducting the closing shall be paid one-half by the Seller and one-half by the Purchaser if this is an all cash transaction or all by the Purchaser if the Purchaser obtains any mortgage financing in connection with the transaction.

17. **DEFAULT**: If any party to this agreement fails to perform that party's obligations under this agreement or breaches the terms of this agreement (the "Defaulting Party"), the other party shall have the right to give the Defaulting Party a notice of default setting forth the nature of the default and stating that the Defaulting Party shall have a period of not less than seven (7) days from the date of the notice within which to cure the default. If the Defaulting Party does not cure the default within the required time or, as to defaults which are not capable of being cured within the required time, the Defaulting Party has not commenced in good faith the curing of such default within such seven (7)-day period and does not thereafter diligently complete the curing of the default, then:

(a) If the default is by the Purchaser, the Seller, at the Seller's option, may elect upon written notice to the Purchaser, to either: (1) terminate the Seller's obligation to sell the real estate and retain the earnest money with no further right of action against the Purchaser; or (2) enforce specific performance of the Purchaser's obligations under this agreement and, if a final judgment of specific performance is entered in favor of the Seller , the Seller shall also be entitled to recover of the Purchaser all attorneys' fees and costs incurred by the Sellers in connection with such specific performance action.

(b) If the default is by the Seller, the Purchaser, at the Purchaser's option, may elect upon written notice to the Seller, to either: (1) terminate the Purchaser's obligation to purchase the real estate and receive a refund of the earnest money with no further right of action against the Seller; or (2) enforce specific performance of the Seller's obligations under this agreement and, if a final judgment of specific performance is entered in favor of the Purchaser, the Purchaser shall also be entitled to recover of the Seller all attorneys' fees and costs incurred by the Purchaser in connection with such specific performance action.

18. **NOTICES**: Notices given pursuant to this agreement shall be in writing and given in any of the following ways: (1) delivery by a nationally recognized overnight delivery service; (2) electronic transmission to the email addresses indicated below; or (3) mailing of the

notice in the United States mail, certified mail, return receipt requested, addressed to the following addresses:

| SELLER: | PURCHASER: |
|---|---|
| HomeStar Bank & Financial Services, as guardian of the estates of Howard Kunde and Marie Kunde, disabled persons<br>222 N Industrial Drive<br>Bradley, Illinois 60915<br>Email: jbruhn@homstarbank.com | Village of Bradley<br>Attn: General Counsel<br>47 S Michigan Avenue<br>Bradley, Illinois 60915<br>Email: |

The notice shall be deemed to be received in the case of delivery by a nationally recognized overnight delivery service upon receipt of the usual delivery confirmation of such overnight delivery service, in the case of delivery by electronic transmission upon transmission of such email without it being returned as undeliverable, and in the case of mailing on the third day after the date of the mailing.

19. GENERAL PROVISIONS: Titles to the paragraphs of this agreement are for informational purposes only and do not define, limit, or construe the contents of the paragraphs. "Business days" as used in this agreement shall mean each day of the week excluding Saturday, Sunday, and a legal holiday under the laws of the State of Illinois. Time is of the essence of this agreement and of every term, condition, and provision of it. This agreement shall be interpreted and enforced in accordance with the law of the State of Illinois. Each of the parties waives any right to trial by jury in any litigation relating to this agreement. Any of the warranties, indemnities, or other continuing obligations of any of the parties shall survive the closing of this transaction. No representations, warranties, undertakings, or promises, whether oral, implied, or otherwise, can be made or have been made by either the Sellers or the Purchaser or anyone on behalf of either of them to the other unless expressly provided in this agreement or in a separate writing. The invalidity or unenforceability of any provision of this agreement shall not affect or impair the validity of any other provision. This agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument. Signatures on counterparts of this agreement that are delivered via facsimile or by other electronic means are hereby authorized and shall be acknowledged as if such signatures were an original execution, and this agreement shall be deemed as executed when an executed counterpart hereof is transmitted by a party to the other party via any electronic means. This agreement shall bind the parties hereto and their respective legal representatives, successors, and assigns.

Dated: May 19, 2016

SELLER:

HOMESTAR BANK & FINANCIAL SERVICES, as guardian of the estate of HOWARD KUNDE, a disabled person

By_____
Its Trust Officer

HOMESTAR BANK & FINANCIAL SERVICES, as guardian of the estate of MARIE KUNDE, a disabled person

By_____
Its Trust Officer

PURCHASER:

VILLAGE OF BRADLEY, an Illinois municipal corporation

By_____
Bruce W. Adams, Village President

# ILLINOIS ASSOCIATION OF REALTORS

## DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
### LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS

***Lead Warning Statement***

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

**PropertyAddress:** 353 W Broadway, Bradley, Illinois 60915

***Seller's Disclosure (initial)***

Homestar Bank
JB _____(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

_____

_____

Homestar Bank X Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing

JB _____(b) Records and Reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

_____

_____

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

***Purchaser's Acknowledgment (initial)***

_____(c) Purchaser has received copies of all information listed above.

_____(d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home.*

_____(e) Purchaser has (check one below):

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

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

***Agent's Acknowledgment (initial)***

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

***Certification of Accuracy***

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

| | | | |
|---|---|---|---|
| Seller Homestar Bank & Financial Services as Guardian of the Estate | Date / / | Purchaser _____ | Date / / |
| Seller for Howard & Marie Kund | Date / / | Purchaser _____ | Date / / |
| Agent [illegible] | Date 5/21/16 | Agent _____ | Date / / |

Form 420 *Revised 8/2004* ***(This disclosure form should be attached to the Contract to Purchase)***

ILLINOIS ASSOCIATION OF REALTORS®

# MOLD DISCLOSURE

Printed Name(s) of Seller(s) HomeStar Bank & Financial Serv8ices, as guardin of the estates of Howard & Marie Kunde, disable

Printed Name(s) of Buyer(s) Village of Bradley

Property Address 353 W Broadway, Bradley, Illinois 60915

1. **SELLER DISCLOSURE.** To the best of Seller's actual knowledge, Seller represents:

   a. The property described herein ☐ has ☒ **has not** been previously tested for molds, fungi, mildew and similar organisms ("molds");

Note: If answer to a. is "has not," then skip b. and c. and go to Section #2.
If answer to a. is "has," then complete b. and c.

   b. The molds found ☐ **were** ☐ **were not** identified as toxic or harmful molds;

   c. With regard to any molds that were found, measures ☐ **were** ☐ **were not** taken to remove those molds.

*Buyers Initials*

☐ ☐ 2. **MOLD INSPECTIONS.** Molds, fungi, mildew, and similar organisms may exist in the property of which the Seller is unaware and has no actual knowledge. These contaminant's generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plan pots, or where there has been flooding. A professional home inspection may not disclose molds. Buyer may wish to obtain an inspection specifically for molds to more fully determine the condition of the Property and its environmental status. Neither Seller's agents nor Buyer's agents are experts in the field of mold. The Buyers are strongly encouraged to satisfy themselves as to the Property condition.

3. **RECEIPT OF COPY.** Seller and Buyer has read this Mold Disclosure and by their signatures hereon acknowledge receipt of a copy thereof.

HomeStar Bank & Financial Services as guardian of the Estate for

Seller: Howard & Marie Kunde Date: _____

Seller: [illegible] Trust Officer Date: [illegible]

Buyer: _____ Date: _____

Buyer: _____ Date: _____



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# DISCLOSURE OF INFORMATION ON RADON HAZARDS

## (For Residential Real Property Sales or Purchases)

### Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

**Property Address:** 353 W Broadway, Bradley, Illinois 60915

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

(a)_____ Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain)

(b) _____ Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.

(c) ___ Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.

(d) ___ Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

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

(e)_____ Purchaser has received copies of all information listed above.

(f)_____ Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

**Agent's Acknowledgment (initial) (if applicable)**

(g) _____ Agent has informed the seller of the seller's obligations under Illinois law.

**Certification of Accuracy**

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

| | | | | | |
|---|---|---|---|---|---|
| Seller | Printed Name | | Seller | Printed Name | |
| Seller | Signature | Date 5-11-12 | Seller | Signature | Date |
| Purchaser | Printed Name | | Purchaser | Printed Name | |
| Purchaser | Signature | Date | Purchaser | Signature | Date |
| Agent | Printed Name | | Agent | Printed Name | |
| Agent | Signature | Date | Agent | Signature | Date |