

ORDINANCE NO. 460

VILLAGE OF BELLEVUE, ILLINOIS

AN ORDINANCE AUTHORIZING AN AGREEMENT  
FOR THE PURCHASE OF CERTAIN REAL PROPERTY  
( JOSEPH PROPERTY )

WHEREAS, the Village Board of the Village of Bellevue has determined that the best interests of the Village will be served by purchasing certain property (the "Property") described in the Agreement for Purchase and Sale of Real Property attached hereto and made a part hereof (the "Agreement"); and

WHEREAS, the Property is located within the Starr Lane Tax Increment Redevelopment Area of the Village, and the purchase of the Property will further the Village's efforts to redevelop said Area as set forth in the Starr Lane Tax Increment Redevelopment Plan; and

WHEREAS, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8), the Village is authorized to acquire and hold real property for public purposes, and pursuant to Section 11-74.4-4(c) of the Illinois Municipal Code (65 ILCS 5/11-74.4-4(c)), the Village is authorized to acquire by purchase property within a redevelopment project area; and

WHEREAS, the owners of the Property (the "Sellers") have agreed to sell the Property to the Village as set forth in the Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BELLEVUE, PEORIA COUNTY, ILLINOIS, AS FOLLOWS:

Section One: It is hereby determined that it is advisable, necessary and in the public interest that the Village purchase the Property.

Section Two: The Agreement, substantially in the form attached hereto, and the subsequent purchase of the Property pursuant thereto are hereby approved.

Section Three: From and after the effective date of this ordinance, the President and Clerk of the Village are hereby authorized and directed to execute the Agreement and to do all things necessary and essential, including the execution of any documents and certificates, necessary to carry out the provisions of the Agreement and the intent of the foregoing resolutions.

PASSED AND APPROVED THIS 12 DAY OF JANUARY, 1998.

AYES	<u>6</u>
NAYS	<u>0</u>
ABSENT	<u>0</u>

VILLAGE OF BELLEVUE, ILLINOIS

By: \_\_\_\_\_  
Ralph E. Wilson, President

Attest: \_\_\_\_\_  
Carol S. Howard, Clerk

## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (the "Agreement") is dated as of \_\_\_\_\_, 1998, between Maurice B. Joseph and Leonce F. Joseph ("Joseph"), Chicago Title and Trust Company, as Trustee under Trust No. 1083045 ("Trustee 1083045") and Chicago Title and Trust Company, as Trustee under Trust No. 1083044 ("Trustee 1083044") and the Village of Bellevue, Illinois ("Purchaser"). Joseph, Trustee 1083045 and Trustee 1083044 are collectively referred to herein as "Seller."

1. Sale Agreement. Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller, subject to all of the terms and conditions of this Agreement, the real property described on Exhibit A attached hereto and incorporated herein, together with all privileges, rights, easements, hereditaments and appurtenances thereunto belonging (the "Real Property"). Seller shall convey merchantable title to the Real Property to Purchaser by deeds as described in Section 4.2.1 of this Agreement, free and clear of all liens and encumbrances, and not subject to any easements, covenants, restrictions, dedications or rights of way, or other matters affecting title to the Real Property or use of the Real Property, except for those title exceptions accepted by Purchaser pursuant to Section 3.1.1 hereof (the "Permitted Objections").

2. Purchase Price. The purchase price of the Real Property ("Purchase Price") shall be \$330,000, to be paid by Purchaser to Seller at Closing, plus or minus credits and prorations provided for herein, in cash or by certified, cashier's or escrowee check or bank wire transfer of collected federal funds.

3. Conditions Precedent. Purchaser's obligations under this Agreement shall be subject to the following conditions precedent being satisfied to the satisfaction of the Purchaser (or waived by Purchaser in writing):

3.1 Title Commitment and Policy. Seller, at Seller's sole cost and expense, shall have thirty (30) days from the date hereof to provide Purchaser with a title commitment ("Title Commitment") for an ALTA Form B Owner's Title Insurance Policy ("Title Policy"), issued by Attorneys Title Guaranty Fund (by Miller, Hall & Triggs) ("Title Insurer"), covering the Real Property in the amount of the Purchase Price showing merchantable record title to the Real Property to be in Seller. At Closing, Seller shall cause the Title Insurer to issue the Title Policy to Purchaser (in accordance with the Title Commitment provided for in this Section 3.1), subject only to the Permitted Objections and other matters approved or waived in writing by the Purchaser.

3.1.1. Objections to Title of Record. Within thirty (30) days after Purchaser's receipt of the aforesaid Title Commitment, Purchaser shall furnish to Seller written notification of any objections to or defects in title of record set forth in the Title Commitment. If Purchaser fails to give said notice within said thirty (30) day period, Purchaser shall be deemed to have accepted all matters then affecting title to the Real Property set forth in the Title Commitment. If Purchaser does give said notice, Purchaser shall be deemed to have accepted all matters set forth in the Title Commitment not set forth in the notice (provided Purchaser shall not be deemed to have waived any General Exceptions other than as specifically provided in this Section 3.1 hereof). After receipt of said notice, Seller shall have the right, at its election, to endeavor to cure such objections to or defects in title set forth therein and shall notify Purchaser of such election within five (5) days. If Seller does elect to

endeavor to cure such objections to or defects in title, it shall promptly commence and diligently pursue efforts to cure such objections.

3.1.2. Failure to Cure Objections. In the event Seller fails to cure Purchaser's objections to or defects in title within twenty (20) days of receiving notice of such objections to or defects in title, or if Seller shall determine that its efforts to cure will not be successful, Purchaser may either (i) waive such title objections to or defects in title and proceed with closing hereunder or (ii) terminate this Agreement. In the event of termination, the parties shall have no further rights or liabilities under this Agreement.

3.2 Survey. Intentionally Omitted.

3.3 Environmental Audit. Purchaser shall be permitted to conduct an environmental audit of the Real Property. Purchaser or its engineer or other agents shall be permitted to enter the Real Property in accordance with the provisions of Section 3.4 hereof to conduct such samplings and tests of the surface, subsurface and improvements as Purchaser, in its discretion, determines to be necessary. If the result of such audit is not satisfactory to Purchaser in Purchaser's sole discretion, Purchaser shall have the right to terminate this Agreement upon written notice to Seller. In the event of such termination, the parties shall have no further rights or liabilities under this Agreement.

3.4 Inspection. With prior notice to Seller, Purchaser, its employees, agents, representatives and independent contractors shall have the right to enter upon the Real Property at any reasonable time during normal business hours and make core drillings and all other tests or inspections of the Real Property that they desire to make at Purchaser's sole cost and expense. If Purchaser determines that the Real Property is not acceptable to Purchaser in Purchaser's sole discretion, Purchaser shall have the right to terminate this Agreement upon written notice to Seller. In the event of such termination, the parties shall have no further rights or liabilities under this Agreement.

3.5 Environmental Disclosure Document. Seller shall, within thirty (30) days from the date hereof, but at least thirty (30) days prior to the Closing, furnish Purchaser with (a) a completed Environmental Disclosure Document for Transfer of Real Property, which complies with the requirements of the Responsible Property Transfer Act of 1988 (765 ILCS 90/1, et seq.); or (b) a certification that such disclosure document is not required in form satisfactory to Purchaser.

3.6 Financing. Purchaser shall have obtained financing for the purchase of the Real Property on terms and conditions satisfactory to Purchaser in its sole discretion.

3.7 Representations. The representations, covenants and warranties made by Seller under Section 5 hereof shall be true and correct as of the Closing Date.

If all of the conditions set forth in Sections 3.1 through 3.6 are not satisfied (or waived by Purchaser) on or before February 25, 1998, then Purchaser may terminate this Agreement. In the event of such termination, the parties shall have no further rights or liability under this Agreement.

4. Closing. The purchase of the Real Property shall be consummated as follows:

4.1 Closing Date. The closing (the "Closing") shall be on April 30, 1998, or such earlier date as may be agreed upon by Purchaser and Seller in advance (the "Closing Date").

4.2 Seller's Deliveries. At Closing, Seller shall deliver to Purchaser the following:

4.2.1 Deeds. An executed general warranty deed from Joseph for parcel nos. 17-10-401-012 and 016, an executed Trustee's Deed from Trustee 1083044 for parcel no. 17-10-401-013 and an executed Trustee's Deed from Trustee 1083045 for parcel nos. 17-10-401-017 and 022, all prepared by Seller and in a form reasonably acceptable to Purchaser.

4.2.2 Title Policy. The Title Policy provided for in Section 3.1 hereof.

4.2.3 Alta Statement. An executed Alta Statement in the form required by the Title insurer.

4.2.4 Affidavit of Title. An Affidavit of Title in the form attached hereto as Exhibit B.

4.2.5 Environmental Disclosure Document. The Environmental Disclosure Document, or certification that such document is not required, as described in Section 3 hereof.

4.2.6 Other Documents. Such other documents, instruments, certifications and confirmations as may be reasonably required by Purchaser to fully effect and consummate the transactions contemplated hereby.

4.2.7 Evidence of Authorization. Evidence satisfactory to Purchaser and the Title Insurer that Seller is authorized to execute this Agreement and proceed with the transactions provided for herein.

4.3 Purchaser's Deliveries. At Closing, Purchaser shall deliver to Seller the following:

4.3.1 Purchase Price. The cash portion of the Purchase Price as set forth in Section 2 hereof, plus or minus prorations provided for herein.

4.3.2 Alta Statement. An Alta Statement in the form required by the Title Insurer.

4.3.3 Other Documents. Such other documents, instruments, certifications and confirmations as may reasonably be required by Seller to fully effect and consummate the transactions contemplated hereby.

4.3.4 Evidence of Authorization. Evidence satisfactory to Seller and the Title Insurer that Purchaser is authorized to execute this Agreement and proceed with the transactions provided for herein.

4.4 Joint Deliveries. At Closing, Seller and Purchaser shall jointly deliver to each other the following:

4.4.1 Closing Statement: An agreed upon closing statement.

4.4.2 Transfer Tax Filings. Executed documents complying with the provisions of all federal, state, county and local law applicable to the determination of transfer taxes.

4.5 Possession. Sole and exclusive possession of the Real Property shall be delivered to Purchaser on the Closing Date.

4.6 Property Taxes.

4.6.1 Payments by Seller. All installments of real property taxes on the Real Property which are due and owing on or prior to the Closing Date shall be paid by Seller prior to or at Closing.

4.6.2 Credits to Purchaser. Purchaser shall receive a credit against the Purchase Price for all installments of real property taxes on the Real Property for the calendar year immediately preceding the Closing Date which are not yet due and owing as of the Closing Date. Real property taxes for the calendar year of the Closing shall be prorated from January 1 of such calendar year to the Closing Date based on the latest available assessment, and the Purchaser shall receive an additional credit against the Purchase Price for the amount so calculated.

4.7 Closing Costs. Seller shall pay the following costs: Seller's attorneys fees, brokerage commissions set forth in Section 4.8 hereof, the insurance premium for the title policy issued pursuant to the commitment for title insurance required by Section 3.1 hereof, any transfer taxes or sales taxes and the cost of documentary stamps. Purchaser shall pay the following costs: Purchaser's attorneys fees and recording fees for recording the deed.

4.8 Brokerage Commissions. Seller represents to Purchaser that no real estate broker has been engaged by Seller with regard to this transaction except The Prudential Cullinan Properties, Ltd., which shall be entitled to a commission equal to ten percent (10%) of the Purchase Price, which commission shall be paid by Seller at Closing. Purchaser represents to Seller that no real estate broker has been engaged by Purchaser with regard to this transaction. Each party (the "Indemnifying Party") agrees to indemnify and hold the other harmless against any brokerage commissions due to any real estate broker claiming to have been engaged by the Indemnifying Party with regard to this transaction.

4.9 Special Assessments. Seller will pay any unpaid special assessments confirmed prior to the Closing Date. Seller knows of no proceeding for special assessments against the Real Property.

5. Seller's Representations, Warranties and Covenants. In addition to all other representations, covenants and warranties by Seller herein, Seller hereby represents, covenants and warrants, as of the date hereof and as of the Closing Date, as follows:

5.1 Ownership. Each Seller is the sole owner of and has good and merchantable fee simple title to the portion of the Real Property identified with each Seller in Section 4.2.1

of this Agreement, free and clear of all liens, encumbrances, easements, covenants, restrictions, dedications or rights-of-way, or other matters affecting title to the Real Property or use of the Real Property, except the Permitted Objections and other matters approved in writing by Purchaser.

5.2 Liens and Liabilities. (a) Except for the Permitted Objections, the Real Property is not subject to any liens, encumbrances, security interests, liabilities, easements, covenants, restrictions, dedications, rights-of-way, leases or judgments of any kind whatsoever.

(b) Seller shall be responsible for all debts, claims, contracts and liabilities in any way connected with the conduct of its operations on the Real Property, and Purchaser shall have no liability for Seller's operations conducted on the Real Property or otherwise or for any liabilities, known, unknown, contingent or otherwise, of Seller.

5.3 Notice of Litigation or Violation. Seller has received no notice, nor has Seller any knowledge, of any actions or claims filed or threatened by anyone against the Real Property or Seller in connection with any injury or damage sustained incidental to the use or occupancy of the Real Property. Seller shall promptly notify Purchaser of any such notice received between the date hereof and the Closing Date. Seller knows of no violation of any federal, state, county or municipal law, ordinance, order, rule or regulation affecting the Real Property, and Seller has received no notice of any such violation issued by any governmental authority.

5.4 Leases and Other Rights in Real Property. There are no leases (oral or written), options, purchase contracts, or other agreements of any kind or nature, written or oral, whereunder or whereby any party could claim or assert any right, title or interest in the Real Property.

5.5 Governmental Regulation. The Real Property complies in all respects with all statutes, ordinances, regulations and administrative or judicial orders or holdings, whether or not appearing in public records, and the consummation of the transactions contemplated by this Agreement shall not violate any such statutes, ordinances, regulations and administrative or judicial orders or holdings or any other agreement or indenture by which Seller is bound.

5.6 Hazardous Substances.

(a) Seller has not: (i) conducted or authorized the storage, treatment, or disposal on the Real Property of any hazardous substances, (ii) handled, treated, stored, transported, released or disposed of any hazardous or toxic materials, substances, pollutants, contaminants or wastes on the Real Property, (iii) allowed the migration of any hazardous substance from the Real Property onto any neighboring property, (iv) became aware of any pending or threatened litigation or proceedings before any court or any administrative agency in which any person or entity alleges the release or threat of release, on or in the Real Property of any hazardous substance, (v) received actual or constructive knowledge that any governmental or quasi-governmental authority or agency (federal, state or local) or any employee or agent thereof has determined, or threatens to determine, that there is a release or threat of release on or in the Real Property of any hazardous substance. There have been no communications or agreement with any governmental or quasi-governmental authority or agency (federal, state or local) or any person or entity, including, but not limited to, any prior owners of the Real

Property relating in any way to the release or threat of release, on or in any part of the Real Property of any hazardous substance. For purposes of this Agreement, "hazardous substance" shall mean any matter giving rise to liability under the Resource, Conservation, Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., any state or local law regulating hazardous or toxic waste, asbestos, environmental protection, spill compensation, clean air and water, or under any common law theory based on nuisance or strict liability;

(b) There are no underground storage tanks located on the Real Property; and

(c) To the best of Seller's knowledge, no polychlorinated biphenyls, asbestos or hazardous substances were stored, treated or disposed of on the Real Property, and that there currently are no polychlorinated biphenyls, asbestos or hazardous substances located on the Real Property.

5.7 Casualty Insurance. Intentionally Omitted.

5.8 Mechanics Liens. Seller has fully paid all bills, claims and obligations for labor performed and materials furnished in and about the improvement of the Real Property, and no such bills, claims or obligations are outstanding or unpaid.

5.9 Encroachments. To the best of Seller's knowledge, no improvements upon adjoining real estate encroach upon the Real Property.

5.10 Special Assessments. There are no special assessments against the Real Property and there are no proceedings for special assessments against the Real Property.

6. Indemnity. Seller hereby agrees to indemnify, defend and hold harmless Purchaser and its officers, shareholders, directors, employees, agents and beneficiaries against any and all losses, liabilities, fines and penalties and damages (including, without limitation, any damages or injury to persons, property or the environment as provided hereunder), or actions or claims in respect thereof, except for liabilities specifically assumed by the Purchaser pursuant to the terms of the Agreement (including, without limitation, amounts paid in settlement and reasonable cost of investigation, reasonable attorneys' fees and other legal expenses) resulting from claims (whether or not ultimately successful) to which the Purchaser or any of its officers, shareholders, directors, employees, beneficiaries or agents may become subject or which the Purchaser or any of its officers, shareholders, directors, employees, beneficiaries or agents may suffer or incur either directly or indirectly, insofar as such losses, liabilities or damages (or actions or claims in respect thereof) arise out of, are with respect to, or are based upon: (i) the inaccuracy in any respect of any representation or warranty, or a breach of any covenant of the Seller contained herein; (ii) any obligations, liabilities or charges of the Seller not expressly assumed by the Purchaser except to the extent that Purchaser receives a credit therefor on the closing statement; (iii) any misrepresentation in, or omission of a material fact from, any opinion, certificate or instrument of transfer or conveyance to be furnished to the Purchaser by or on behalf of the Seller under this Agreement; or (iv) the ownership of the Real Property on or prior to the Closing Date.

7. Default. If Seller wrongfully refuses to close the sale of the Real Property to Purchaser or is unable to close the sale of the Real Property under the terms of this Agreement, the same shall constitute a breach of this Agreement and Purchaser shall be entitled to all remedies under Illinois law at the time of the breach, including, without limitation, termination of this Agreement; specific performance, with the rights, but not the obligation, to perform Seller's covenants and



agreements hereunder and to deduct the cost and expense of such performance from the Purchase Price payable hereunder; and the right to recover as an element of its damages, reasonable attorneys fees and court costs and all other damages that Purchaser will suffer as a result of Seller's breach or default hereunder. If Purchaser wrongfully refuses to close the purchase of the Real Property and pay the Purchase Price to Seller, the same shall constitute a breach of this Agreement and Seller shall be entitled to any and all other remedies at law or in equity, together with the right to recover, as an element of its damages, reasonable attorneys' fees and court costs.

8. Assignment. Purchaser may assign its rights under this Agreement with prior written notice to Seller.

9. Casualty. Intentionally Omitted.

10. Condemnation. If any portion or portions of the Real Property shall be taken by condemnation or any other proceeding in the nature of eminent domain from and after the date hereof, Purchaser, within fifteen (15) days after Purchaser receives notice of such taking, shall be entitled to declare this Agreement null and void upon fifteen (15) days' written notice to Seller. In the event of termination, the parties shall have no further rights or liabilities under this Agreement. If Purchaser has not notified Seller of its election to terminate within the aforesaid time period, this Agreement shall continue in full force and effect and there shall be no abatement of the Purchase Price. Seller shall be relieved, however, of the duty to convey title to the portion or portions of the Real Property so taken, but Seller shall, at Closing, assign to Purchaser all of Seller's rights and claims in and to any unpaid awards arising from such taking and credit to Purchaser on account of the Purchase Price all awards therefor collected by Seller (less all reasonable costs and expenses, including, without limitation, attorneys fees, expenses and court costs incurred by Seller to collect such awards).

11. Miscellaneous. It is further understood and agreed as follows:

11.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

11.2 Survival. The representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing and the delivery of the deed without limitation.

11.3 Severability. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

11.4 Time. Time is of the essence of this Agreement.

11.5 Binding Effect. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.

11.6 Amendment and Waiver. This Agreement may be amended at any time in any respect only by an instrument in writing executed by Seller and Purchaser. Either party may waive any requirement to be performed by the other hereunder, provided that said waiver shall be in writing and executed by the party waiving the requirement.

11.7 Integrated Agreement. This Agreement constitutes the entire agreement between Purchaser and Seller relating to the purchase of the Real Property, and there are no agreements, understandings, restrictions, warranties or representations between Purchaser and Seller other than those set forth herein.

11.8 Choice of Law. It is the intention of Seller and Purchaser that the laws of Illinois shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of Purchaser and Seller.

11.9 Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

If to the Seller:

Maurice Joseph  
The Prudential Cullinan Properties, Ltd.  
2401 N. Main Street  
East Peoria, Illinois 61611

With a copy to:

Richard M. Joseph  
Miller, Hall & Triggs  
1125 Commerce Bank Building  
Peoria, Illinois 61602  
Telefax: 309/671-9616

If to the Purchaser:

Village of Bellevue, Illinois  
320 S. Main Street  
Bellevue, Illinois 61604  
Attn: Village Clerk

With a copy to:

Michael R. Seghetti  
Elias, Meginnes, Riffle & Seghetti, P.C.  
416 Main Street, Suite 1400  
Peoria, Illinois 61602  
Telefax: (309) 637-8514

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by telex, telefax or other telegraphic method; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

11.10 Waiver of Tender. Formal tender of an executed deed and the Purchase Price each is hereby waived.

11.11 Trustee Exculpation. It is expressly understood by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be representations, covenants, undertakings and agreements of the Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding the trust property, and this contract is executed and

delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee on account of this document or on account of any representation, covenant, undertaking or agreement of the said Trustee in this contract contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as of the day and year first above written.

SELLER:

PURCHASER:

\_\_\_\_\_  
Maurice B. Joseph

VILLAGE OF BELLEVUE, ILLINOIS

By: \_\_\_\_\_  
Ralph E. Wilson, President

\_\_\_\_\_  
Leonce F. Joseph

Attest: \_\_\_\_\_  
Carol S. Howard, Clerk

CHICAGO TITLE AND TRUST COMPANY,  
as Trustee Under Trust Nos. 1083044 and  
1083045

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

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

Attest: \_\_\_\_\_

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

# EXHIBIT A

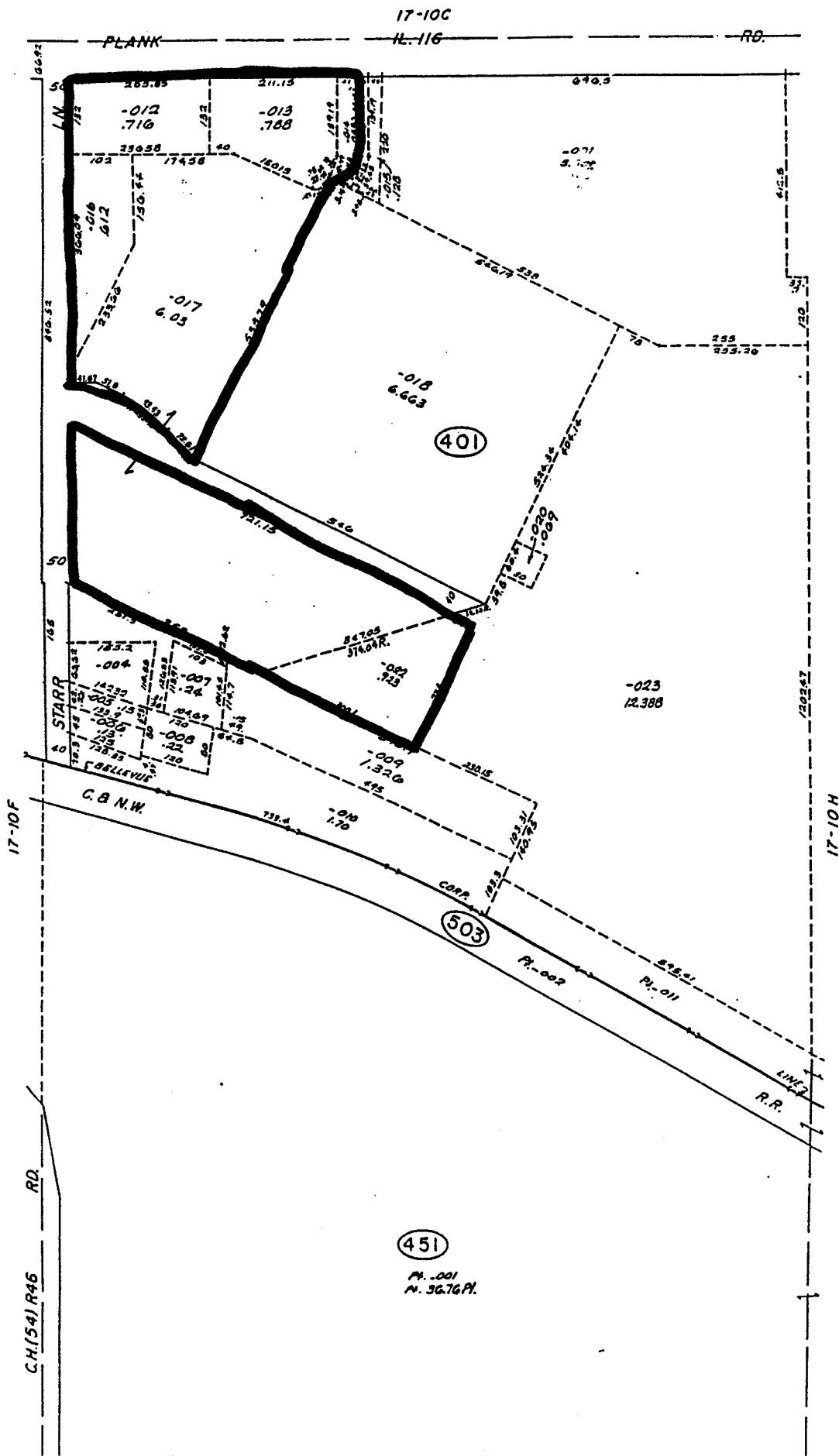


EXHIBIT B

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF PEORIA         )

AFFIDAVIT OF SELLER

The undersigned, \_\_\_\_\_ (the "Seller") does hereby  
depose and say as follows:

1. The Seller owns certain real estate which is commonly known as \_\_\_\_\_, Peoria, Illinois (the "Property").
2. This Affidavit is made by the Seller in connection with the sale of the Property to \_\_\_\_\_ (hereinafter referred to as "Purchaser"), and is given to induce the Purchaser to make or complete the purchase of the Property.
3. All representations and warranties of Seller contained in the Agreement for Purchase and Sale of Real Property between Seller and Purchaser regarding the Property are true and correct.
4. No labor, services or materials have been furnished or delivered to the Property or used for improvements or repairs thereof at any time within the past four (4) months that have not been fully and completely paid for and the Seller has no debts, outstanding contracts or liabilities which could give rise to or result in a lien or claim of lien against the Property under the Illinois Mechanics' Lien Act.
5. All fixtures now located in or upon the Property are fully paid for and are not subject to any conditional sales contracts, chattel mortgages, or other security interests.
6. No persons are in possession of the Property except the Seller and there are no leases, oral or written, or other arrangements concerning the Property under which any person other than the Seller has any possessory rights in the Property.
7. To the knowledge of the Seller, there are no driveway agreements, overlaps, boundary lines in dispute or unrecorded easements in regards to the Property nor are there any improvements upon the Property which encroach upon adjoining properties nor are there any improvements from adjoining properties which encroach upon the Property.
8. To the knowledge of the Seller, the Property is not subject to any taxes or special assessments other than those shown as existing liens by the public records.
9. To the knowledge of the Seller, there are no presently existing violations of any restrictions or easements of record affecting the Property.
10. There is no outstanding contract, unrecorded deed, mortgage, or other conveyance affecting the Property executed by the Seller or to the knowledge of the Seller.
11. Neither the Seller nor Seller's agent has received any notice from any city, village, or other governmental authority of any violation of any applicable dwelling or building code, or any other law or regulation.
12. To the knowledge of the Seller, the current use of the Property is permitted under the existing zoning laws.

13. There are no matters known to Seller as would otherwise affect the current assessed valuation of the Property nor any exemptions (homestead or otherwise) which affect the assessed valuation or the present tax proration made in connection with the sale of the Property.

14. There are no unpaid assessments levied by any homeowners', condominium or similar association with jurisdiction over the Property.

15. Seller further states, to the best of its knowledge, that the Property does not now contain nor has it contained any facility which is or was subject to reporting under Section 312 of the Federal Emergency Response and Community Right-to-Know Act of 1986, and federal regulations promulgated thereunder, nor does the Property hold or contain any underground storage tank which requires registration with the State Fire Marshal, and therefore the Property does not constitute "real property" as defined in the Responsible Property Transfer Act of 1988 (Ill.Rev.Stat. 1988 Ch. 30, §901 et seq.).

16. The Seller does hereby certify the following: (a) Seller is not a nonresident alien for purposes of U.S. income taxation; (b) Seller's U.S. taxpayer identification number is \_\_\_\_\_; and (c) Seller's address is \_\_\_\_\_.  
Seller understands that this Certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement Seller has made here could be punished by fine, imprisonment, or both. Under penalty of perjury, Seller declares that Seller has examined this Certification and to the best of Seller's knowledge and belief it is true, correct and complete.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Subscribed and acknowledged  
to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_.

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

My Commission Expires:  
\_\_\_\_\_