


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Maura Montalvo, Deputy City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such Deputy City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution #R-19-60 **A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE LOCATED AT 800 N. EDGEWOOD AVENUE, WOOD DALE, DUPAGE COUNTY, ILLINOIS, PIN NO. 03-03-402-008**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 5th day of December, 2019.


Maura Montalvo, Deputy City Clerk

SEAL



Resolution #R-19-60

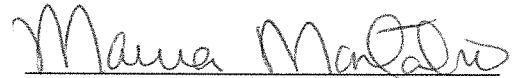
A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE LOCATED AT 800 N. EDGEWOOD AVENUE, WOOD DALE, DUPAGE COUNTY, ILLINOIS, PIN NO. 03-03-402-008

Passed: December 5, 2019
Published in Pamphlet Form: December 6, 2019

I, Maura Montalvo, as the Deputy City Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of #R-19-60

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE LOCATED AT 800 N. EDGEWOOD AVENUE, WOOD DALE, DUPAGE COUNTY, ILLINOIS, PIN NO. 03-03-402-008

Passed and approved by the City Council of the City of Wood Dale on December 5, 2019 and hereby published in pamphlet on December 6, 2019.


Maura Montalvo, Deputy City Clerk

SEAL



RESOLUTION R-19-60

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE LOCATED AT 800 N. EDGEWOOD AVENUE, WOOD DALE, DUPAGE COUNTY, ILLINOIS, PIN NO. 03-03-402-008

WHEREAS, the City of Wood Dale (hereinafter referred to as the “City”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, the City possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt ordinances pertaining to the public health, safety and welfare; and

WHEREAS, the City Council of the City (hereinafter referred to as the “City Council”) is the corporate authority for the City and is authorized by law to exercise all powers and to control the affairs of the City; and

WHEREAS, the City Council possesses full power and authority to approve and pass all necessary ordinances, resolutions, rules and regulations necessary for carrying into effect the objects for which the City was formed, in accordance with the Illinois Municipal Code; and

WHEREAS, the City of Wood Dale is authorized pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76.1-1(i), to purchase property for redevelopment which the City deems appropriate to advance the interests of the City; and

WHEREAS, the City has identified the property located at 800 N. Edgewood Avenue, as useful and necessary for roadway improvements to Bryn Mawr Avenue and Edgewood Avenue, which will enhance the development of certain property in the general region which is a benefit to the City and Residents of Wood Dale; and

WHEREAS, the Mark Products Corporation, is the Owner of Record of certain property (“Property”) commonly known as 800 N. Edgewood, Wood Dale, Illinois (Permanent Index Number 03-03-402-008), which is legally described in Exhibit “A”, which is attached hereto and incorporated herein by reference; and

WHEREAS, the City and the Property Owner have negotiated the terms and conditions of a Purchase and Sale Agreement for the conveyance of the Property to the City, a copy of which is attached hereto as Exhibit “B”; and

WHEREAS, the Mayor and the City Council have reviewed the terms of the Purchase and Sale Agreement and have determined that execution of the Purchase and Sale Agreement is in the best interests of the future development of the City and will be beneficial to the residents of the City of Wood Dale.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS MUNICIPAL CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Purchase and Sale Agreement, in substantially the same form as attached to this Resolution as Exhibit "B" and incorporated herein by reference, and as may be finalized by the City Attorney, is approved and accepted by the City of Wood Dale.

SECTION 3: The Mayor is authorized to execute said Purchase and Sale Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk, or her designee.

SECTION 4: The Mayor, City Manager, Staff, and/or the City Attorney shall take all the steps necessary to carry out the Agreement.

SECTION 5: All ordinances and resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 6: This Resolution shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

PASSED this 5th day of December 2019

AYES: Alderman Catalano, Messina, Sorrentino, Susmariski, Woods

NAYS: Alderman E. Wesley

ABSENT: Alderman Jakas, R. Wesley

APPROVED this 5th day of December 2019

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Maura Montalvo
Maura Montalvo, Deputy City Clerk

F:\PKB\Wood Dale\resolutions\790 N. Central PSA Resolution.docx

EXHIBIT A

LEGAL DESCRIPTION OF
800 N. Edgewood
(Permanent Index Number 03-03-402-008)

LOT 2 IN THORNDALE BUSINESS PARK IN WOOD DALE UNIT 3, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7, 1983 AS DOCUMENT NUMBER R85-85905, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B

PURCHASE AND SALE AGREEMENT BETWEEN
THE CITY OF WOOD DALE AND MARK PRODUCTS CORPORATION FOR THE
VACANT PROPERTY LOCATED AT 800 N. EDGEWOOD AVENUE,
WOOD DALE, ILLINOIS
(PERMANENT INDEX NUMBER 03-03-402-008)

City of Wood Dale

**800 N. Edgewood
Closing Packet**

1. Executed Purchase and Sale Agreement
2. Executed Closing Statement
3. ALTA Commitment for Title Insurance
4. Trustee's Deed
5. Final Settlement Statement
6. Certified Resolution Authorizing Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT BETWEEN
THE CITY OF WOOD DALE AND MARK PRODUCTS CORPORATION FOR THE
VACANT PROPERTY LOCATED AT 800 N. EDGEWOOD AVENUE,
WOOD DALE, ILLINOIS
(PERMANENT INDEX NUMBER 03-03-402-008)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into this 5th day of December, 2019, by and between Chicago Title Land Trust, Trust No. 1101526, Mark Products, LLC, Trust Beneficiary (pursuant to Power of Direction of JCT International) its successors or assigns ("Seller"), with its principal office at 800 N. Edgewood Avenue, Wood Dale, Illinois, and the City of Wood Dale, an Illinois municipal corporation ("Buyer"), with its principal office at 404 North Wood Dale Road, Wood Dale, DuPage County, Illinois. (Seller and Buyer are sometimes referred to herein as "Party" and collectively as "Parties.")

RECITALS

A. Seller is the Owner of Record of certain property ("Property"), commonly known as 800 N. Edgewood Avenue, Wood Dale, Illinois, which is identified by Permanent Index Number 03-03-402-008 and legally described in Exhibit "A" and depicted in Exhibit "B", both of which are attached hereto and incorporated herein by reference.

B. The Property is useful and necessary for roadway improvements to Bryn Mawr Avenue and Edgewood Avenue, which will enhance the development of certain property in the general region which is a benefit to the City and Residents of Wood Dale.

C. Seller desires to sell the Property to Buyer and Buyer desires to buy the Property from Seller, on the terms and subject to the conditions of this Agreement.

THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I
PURCHASE AND SALE

1.01. Agreement to Buy and Sell. Subject to the terms and conditions of this Agreement, Seller will sell to Buyer, and Buyer will purchase from Seller, good and marketable title to the Property, subject only to the Permitted Exceptions (as hereinafter defined). Included in the purchase and sale of the Property shall be all fixtures and all items of personal property as noted in Exhibit C, attached hereto and incorporated herein by reference.

1.02. Purchase Price. The price for the purchase of the Property is One Hundred and Eighteen Thousand Dollars and 00/100 (\$118,000.00) ("Purchase Price"). Seller agrees to accept the Purchase Price under the stated terms and conditions herein as full and complete compensation from Buyer for the Property.

- 1.03. Payment Terms. The Buyer shall pay the full Purchase Price at Closing.
- 1.04. Contingencies. There are no contingencies other than those stated in this Agreement.

ARTICLE II PRE-CLOSING MATTERS

2.01. Title Commitment. Buyer shall order a Title Commitment (the "Title Commitment") from First American Title Insurance Company ("Title Company"). Buyer agrees to accept Title to the Property at Closing, subject to general exceptions contained in the Title Commitment; covenants, conditions and restrictions of record; utility easements; existing leases and tenancies; all special governmental taxes or assessments confirmed or unconfirmed; real estate taxes not yet due and payable; and any acts done by or suffered through Buyer (collectively, the "Permitted Exceptions").

2.02. Survey. Buyer at its own cost will provide a current Survey of the Property from a surveyor of its own choosing, prepared in accordance with the minimum ALTA/ASCM survey standard.

2.03. Title Defects. If either the Title Commitment or the Survey disclose any encroachment or violation or any exceptions to title other than the Permitted Exceptions (each, an "Unpermitted Exception"), Buyer shall notify Seller within five (5) business days after receipt of the Title Commitment and the Survey and Seller shall have ten (10) days from the date of Buyer's notification to agree to deliver the documents required by the Title Company to either remove such Unpermitted Exception(s) or issue its endorsement insuring against damage caused by such Unpermitted Exception(s). Should Seller not provide such agreement within the period required by the preceding sentence, Seller shall be deemed to have refused to cure such Unpermitted Exception(s). If Seller refuses or is deemed to have refused to have the Unpermitted Exception(s) cured or insured over, Buyer may elect, within five (5) days following such refusal or deemed refusal, to terminate this Agreement or accept the Property subject to such Unpermitted Exception(s).

ARTICLE III APPORTIONMENT OF COSTS

3.01. Title and Survey. Buyer agrees to be exclusively responsible for and pay the costs of both the Title Commitment and final Title Policy issued at Closing (including any date-down fee, extended coverage, if desired by Buyer, and all endorsements), as provided for in Sections 2.01 and 2.03.

3.02. Real Estate Taxes. The 2019 real estate taxes which are not yet due, through the date of closing will be credited to Buyer at amount equal to one hundred five percent (105%) of the amount of the 2018 taxes. Unpaid and/or delinquent prior year taxes will be credited to Buyer at the total amount of the unpaid taxes and all fees, charges, costs, interest due, and sold taxes, at the amount required for redemption from sale.

3.03. Closing, Recording Costs. The Parties will divide all costs of Closing, including the fees of the Title Company, the cost of recording of any documents except those to cure any Unpermitted Exceptions, and the costs associated with the recording of documents relative to Buyer's acquisition, if any, of the Property, in accordance with the usual and customary division of said costs between Buyer and Seller.

3.04. Attorney's Fees Associated with Sale of Property. Buyer and Seller will each be responsible for their respective attorney's fees in connection with this matter.

ARTICLE IV CLOSING

4.01. Closing Date and Location; Escrow. Seller and Buyer agree that Closing on the Property shall occur as soon as possible after the execution of this Agreement on a date agreed upon by Seller and Buyer but not later than December 20, 2019, at the offices of the First American Title Company, or at such other place as is mutually acceptable to Seller and Buyer, at time agreed to by Seller and Buyer. In this Agreement, the term "Closing" refers to Seller's conveyance of title to the Property, to Buyer, and the Buyer's payment of the balance due of the Purchase Price.

4.02. Seller's Closing Documents. At Closing, the Seller will provide the following documents:

- (a) A recordable Warranty Deed, in a form reasonably acceptable to Buyer's Counsel and the Title Company, conveying good and marketable title to Buyer in fee simple, free and clear of all liens and encumbrances, except the Permitted Exceptions.
- (b) Executed ALTA Statement.
- (c) Executed Real Estate Transfer Tax Declarations.
- (d) Executed Closing Statement.
- (e) The appropriate corporate resolutions, powers of attorney, and all other necessary corporate documentation to establish Seller's ownership of the Property and the authority of Seller and Seller's representatives at to convey the Property and execute all Closing documents.

4.03. Buyer's Closing Documents. At Closing, in addition to the payment of the balance of the Purchase Price, Buyer will provide the following documents:

- (a) Executed counterpart of Seller's Closing Statement.
- (b) A copy of the Ordinance of the City Council, approving this Agreement and authorizing the City to complete the transaction described herein, certified by an

authorized Officer of Buyer as being a true and complete copy of the original and as being in effect.

- (c) Real Estate Transfer Tax Declarations executed by Buyer, as required.
- (d) Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.01. Seller's Representations and Warranties. To induce Buyer to enter into this Agreement, Seller makes the following representations and warranties (all of which representations and warranties will be deemed to have been made again at the time of Closing, and all will survive Closing for the time period specified in Section 5.03 hereof), and Seller's obligations under Section 5.03 to indemnify and hold Buyer harmless from any and all loss, expense or liability Buyer may suffer or incur, including reasonable attorneys' fees and court costs, as a result of any inaccuracy in any of such representations and warranties, will be applicable.

- (a) The execution and performance of this Agreement and the terms and provisions hereof by Seller are not inconsistent with, and do not result in the breach of any terms of any agreement or instrument to which Seller is a party by which Seller may be bound.
- (b) Seller has the right and authority to perform hereunder without obtaining any consent from governmental authorities or others except as expressly provided herein. The transactions herein contemplated will not constitute a violation of any applicable law, rule, regulation, ordinance, judgment, order or decree of any governmental entity or court to which Seller is subject.
- (c) Seller will at all times on and after the date of this Agreement, act with diligence and in good faith to satisfy any contingencies remaining unsatisfied from time to time, and to perform its obligations under this Agreement.
- (d) There is no litigation, legal proceeding or administrative proceeding of any type relating to or affecting the Property which has been instituted, or, to the best of Seller's knowledge, is contemplated against Seller, the Property, or any part thereof, including, without limitation, any claims for brokers, mechanics' or materialmens' liens.

5.02. Buyer's Representations and Warranties. To induce Seller to enter into this Agreement, Buyer makes the following representations and warranties (all of which representations and warranties will be deemed to have been made again at the time of Closing, and all will survive the closing), and Buyer's obligations under Section 5.03, to the fullest extent

permitted by law, to indemnify and hold Seller harmless from any and all loss, expense or liability Seller may suffer or incur, including reasonable attorneys' fees and court costs, as a result of any inaccuracy in any of such representations and warranties, will be applicable.

- (a) Buyer is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois, with full power and authority to enter into and carry out terms and provisions of this Agreement. The execution and performance of this Agreement and the terms and provisions hereof by Buyer are not inconsistent with, and do not result in the breach of any terms of any agreement or instrument to which Buyer is a party or by which Buyer may be bound.
- (b) Buyer has the right and authority to perform hereunder without obtaining any consent from other governmental authorities or others except as expressly provided herein. The transactions herein contemplated will not constitute a violation of any applicable law, rule, regulation, ordinance, judgment, order or decree of any governmental entity or court to which Buyer is subject.
- (c) Buyer will at all times on and after the date of this Agreement at with diligence and in good faith to satisfy any contingencies remaining unsatisfied from time to time, and to perform to obligations under this Agreement.

5.03. Survival of Representations and Warranties; Indemnification. The representations and warranties of the parties will be deemed to be continuing representations and warranties up to and including the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing. The representations and warranties of the parties will further survive the Closing for a period of six (6) months, will not merge with any deed of conveyance, and will be continuing commitments and obligations of the parties hereto following the Closing Date, subject to any applicable statutes of limitations. To the fullest extent permitted by law, Seller and Buyer agree to reimburse and indemnify each other (and Seller's and Buyer's employees, agents, successors and assigns) from and against all liability, damages and losses whatsoever, including reasonable attorney's fees and court costs resulting from an misrepresentation, breach of warranty, or breach of covenant made by the indemnifying party in this Agreement or in any document certificate or exhibit given or delivered to the other pursuant to this Agreement.

ARTICLE VI POSSESSION

6.01. Possession: Seller agrees to tender possession of the Property to Buyer at Closing, as provided for herein.

6.02. Condition of Property upon Surrender of Possession. All Property shall be free from all trash and all of Seller's personal property.

**ARTICLE VII
BROKERS**

7.01. Broker. The Parties acknowledge and warrant to each other that there is no Broker of Record or Realtor involved in this transaction.

**ARTICLE VIII
MISCELLANEOUS**

8.01. Default Fees and Expenses. All costs, fees and expenses, including reasonable attorneys' fees, and court costs, incurred by a non-defaulting party as a result of the default of the Agreement by the other Party will be paid by the defaulting Party.

8.02. Notices. Any notice required or permitted to be given under this Agreement will be in writing and will be deemed to have been given when sent by e-mail to e-mail addresses below according to the date and time on the sender's e-mail message, or when delivered personally or on the date deposited in the United States mail, registered or certified mail, postage pre-paid, return receipt requested, and addressed as follows:

If to Seller: Charles Chiang
Founder
Mark Products, LLC
300 Meadowview Drive
Northfield, IL 60093
cchiang@markproductscorp.com

With a copy to: Mr. Edward Y. Lau
Law Offices of Edward Y. Lau
30 North LaSalle Street, Suite 3200
Chicago, IL 60602
edlau3@gmail.com

If to Buyer: Jeffrey Mermuys
City Manager
City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191
jmermuys@wooddale.com

With a copy to: Patrick K. Bond
Corporation Counsel
Bond, Dickson & Conway
400 S. Knoll Street, Unit C
Wheaton, IL 60187
patrickbond@bond-dickson.com

or to such other address as a party may from time to time specify in writing to the other parties in accordance with the terms hereof.

8.03. Amendment. This Agreement cannot be amended or terminated except by written instrument signed by all the Parties hereto.

8.04. Waiver. No failure by Seller or Buyer to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, will constitute as waiver thereof. Any Party hereto, by notice to the other Parties, may, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other parties hereto. No waiver will affect or alter any other covenant, agreement, terms or conditions of this Agreement, all of which shall continue in full force and effect.

8.05. Captions. The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

8.06. Governing Law. This Agreement has been entered into in the State of Illinois and will be interpreted under and governed by the laws of the State of Illinois. Any action arising out of this Agreement shall be filed in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

8.07. Binding Effect. Without limiting any provision contained herein, this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8.08. Prior Agreements. This Agreement (including the exhibits attached hereto) is the entire agreement between Seller and Buyer and supersedes in its entirety all prior agreement and understandings relating to the Property. The Exhibits attached hereto are a material part of this Agreement.

8.09. Council Approval. This Agreement is not binding until approved by the City Council of the City of Wood Dale at a duly convened public meeting, and in accordance with law.

8.10. Time of the Essence. Time is of the essence of the performance of each of the obligations of Seller and Buyer.

8.11. Counterparts. This Agreement may be executed by the in one or more counterpart originals, each of which shall be considered part of the same original document, and may be executed and delivered electronically via so-called PDF.

(Signature page follows)

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

SELLER:

CHICAGO TITLE LAND TRUST, TRUST NO
1101526, PURSUANT TO POWER OF
DIRECTION OF JCT INTERNATIONAL



By:

Russ Mometz

Attest:

Attestation not required
pursuant to corporate by-laws
~~Secretary~~

BUYER:

CITY OF WOOD DALE

By:

Annunziato Pulice
Annunziato Pulice, Mayor

Attest:

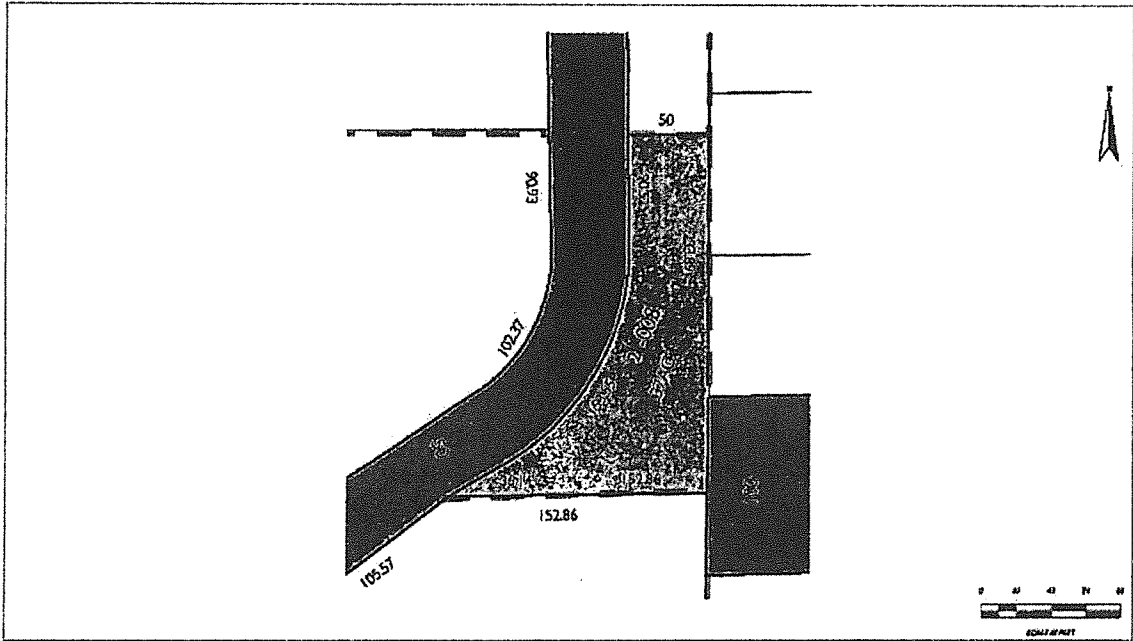
Maura Montalvo
Maura Montalvo, Deputy City Clerk

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

EXHIBIT B

DEPICTION OF PROPERTY

800 N. Edgewood Avenue
(Permanent Index Number 03-03-402-008)



CLOSING STATEMENT

SUBJECT PROPERTY: 800 N. Edgewood Avenue
SELLER: Marks Products, LLC, Trust Beneficiary
PURCHASER: City of Wood Dale
DATE OF CLOSING: March 2, 2020 11:00 a.m.
DATE OF POSSESSION: March 2, 2020

SELLER CHARGES BUYER CHARGES

PURCHASE PRICE		\$ 118,000.00
Earnest Money		\$ 0.00
General Taxes 2019	\$ 829.10	(\$ 829.10)
General Taxes 2020 1/1/2020 to 3/2/2020 \$829.10 x 105% = \$870.56/day ÷ 365 = \$2.39/day x 62 = \$147.88	\$ 147.88	(\$ 147.88)
Mortgage Payoff	\$ 0.00	
Owner's Policy		\$ 1,680.00
Deed and Money Escrow	\$ 750.00	
Closing Protection Coverage	\$ 50.00	
Commitment Update Search		\$ 150.00
GAP Coverage	\$ 175.00	
Commercial Extended Coverage		\$ 350.00
County Transfer Tax	\$ 0.00	
State Transfer Tax	\$ 0.00	
Deed Recording	\$ 27.00	\$ 27.00
Deed and Money Escrow		\$ 750.00
Policy Update Search		\$ 150.00
Closing Protection Coverage		\$ 25.00
GAP Coverage		\$ 175.00
Survey		POC
Attorney's Fees	POC	POC
TOTAL CHARGES	\$ 1,978.98	\$ 3,307.00
TOTAL CREDIT TO BUYER		(\$ 976.98)
CASH TO SELLER	\$116,021.02	
CASH FROM BUYER		\$ 120,330.02

Approved: SELLER
MARKS PRODUCTS, LLC

By: by: *[Signature]*

Dated: March 2, 2020

Approved: BUYER
CITY OF WOOD DALE

By: *[Signature]*
Patrick K. Bond, City Attorney

Dated: March 2, 2020



First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 3005139

Transaction Identification Data for reference only:

First American Title Insurance Company - Metro Commercial Title e-mail: cmcc.il@firstam.com
Center

27775 Diehl Rd, Warrenville, IL 60555

Phone : (866)563-7707

Commitment No.: 3005139

Property Address: 800 North Edgewood Avenue, Wood Dale,
IL 60191

Revision Date: December 12, 2019, February 21, 2020

Escrow e-mail: figures.il@firstam.com

Customer Reference:

2/21/20 SCHEDULE A

1. Commitment Date: ~~December 05, 2019 8:00 AM~~
2. Policies to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: City of Wood Dale
Proposed Policy Amount: \$118,000.00
 - (b) ALTA® Loan Policy
Proposed Insured: NONE
Proposed Policy Amount: NONE
3. The estate or interest in the Land described or referred to in this Commitment is
Fee Simple
4. The Title is, at the Commitment Date, vested in: The Chicago Trust Company, as Trustee under the provisions of a Trust Agreement dated January 31, known as Trust Number 1101526
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

First American Title Insurance Company

By: Christian Poulsen
Authorized Countersignature

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 3005139

Commitment No.: 3005139

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 3005139

Commitment No.: 3005139

SCHEDULE B, PART II

Exceptions (Continued)

Handwritten notes: 1-6 waived, 7/2/20

- 1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by Public Records.
3. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 68 III. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
7. General taxes and assessments for the year 2019, 2020 and subsequent years which are not yet due and payable.

Tax identification no.: 03-03-402-008

Note for informational purposes 2018 taxes:

1st Installment in the amount of \$394.81 with a status of PAID. (Due Date 06/03/2019)
2nd Installment in the amount of \$394.81 with a status of PAID. (Due Date 09/03/2019)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

- 8. Intentionally Deleted
9. Intentionally Deleted
10. Intentionally Deleted

This page is only a part of a 2016 ALTA@ Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Recorded
Release

Assignment of Rents made by The Chicago Trust Company, as Trustee under the provisions of a Trust Agreement dated January 31, 1996 known as Trust Number 1101526 to Citibank, Federal Savings Bank recorded February 23, 1996 as document R96-029451, as modified by document R99-048362.

(Affects the land and other property)

~~12.~~ Any lien, or right to a lien in favor of a property manager employed to manage the land. Note: we should be furnished either (a) an affidavit from the owner indicating that there is no property manager employed; or (b) a final lien waiver from the property manager acting on behalf of the owner.

~~13.~~ Existing unrecorded leases, if any, and rights of parties in possession under such unrecorded leases.

~~14.~~ Relative to the deletion of Standard Exceptions 1 through 6, we should be furnished the following:

a) A current survey of the land, properly certified to the Company, made in accordance with (i) the accuracy requirements of a survey pursuant to the 'Minimum Standard Detail Requirements for Land Title Surveys' Jointly Established and Adopted by the American Land Title Association and National Society of Professional Surveyors (NSPS) February 23, 2016; and (ii) the Laws of the State of Illinois.

b) A properly executed ALTA 2006 Loan and Extended Coverage Statement.

~~15.~~ Intentionally Deleted

16. Easements for storm sewer, as shown on the plat of subdivision recorded as documents R85-85805. (Affects the Westerly 20 feet)

17. Terms and conditions of the easement provisions noted on the plats of subdivision.

~~18.~~ Intentionally Deleted

19. Annexation Agreement recorded July 19, 1995 as document no. R95-090783, and the terms and conditions contained therein.

~~20.~~ Note: The Extended Coverage Endorsement, deleting Standard Exceptions 1 through 6, will be considered for approval upon receipt and review of the requirements referenced herein.

21. Matters disclosed by survey dated December 9, 2019, Project No. 32630-AL, as prepared by Carradus Land Survey, Inc., as follows: Possible unrecorded easements under, over, across, and upon the land, and adjoining land for utilities and/or drainage as evidenced by AT&T Panel and 2 Sanitary Manholes.

22. Possible unrecorded easement as disclosed by bituminous driveway on the land and running south and adjoining, as disclosed by survey dated December 9, 2019, Project No. 32630-AL, as prepared by Carradus Land Survey, Inc.

23. Encroachment upon Insured premises by the fence appurtenant to property adjoining on the east to the extent of approximately 1.1 feet west, as shown on plat of survey dated December 9, 2019, Project No. 32630-AL, as prepared by Carradus Land Survey, Inc.

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First American

Exhibit A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 3005139

Commitment File No.: 3005139

The Land referred to herein below is situated in the County of DuPage, State of IL, and is described as follows:

Lot 2 in Thorndale Business Park in Wood Dale Unit 3, being a resubdivision of part of the Southeast Quarter of Section 3, Township 40 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded October 7, 1985 as document R85-85805, in DuPage County, Illinois.

Note: For informational purposes only, the land is known as :

800 North Edgewood Avenue
Wood Dale, IL 60191

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TRUSTEE'S DEED

This indenture made this 25th day of February, 2020 between **CHICAGO TITLE LAND TRUST COMPANY**, a corporation of Illinois, as Trustee, under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 31st day of January, 1996 and known as Trust Number 1101526 party of the first part, and

CITY OF WOOD DALE, a body politic and corporate

Reserved for Recorder's Office

party of the second part,

whose address is :
404 N. Wood Dale Rd.,
Wood Dale, IL. 60191

WITNESSETH, That said party of the first part, in consideration of the sum of **TEN and no/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE** considerations in hand paid, does hereby **CONVEY AND QUITCLAIM** unto said party of the second part, the following described real estate, situated in DUPAGE County, Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

Property Address: 800 N. Edgewood, Wood Dale, IL.

Permanent Tax Number: 03-03-402-008

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoove forever of said party of the second part.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

FIRST AMERICAN TITLE
FILE # 3005139

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Vice President, the day and year first above written.

CHICAGO TITLE LAND TRUST COMPANY,
as Trustee as Aforesaid



By: *Bridget Thometz*
Bridget Thometz - Assistant Vice President

State of Illinois
County of Cook SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said Assistant Vice President then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this 26th day of February, 2020.

Grace Marin
NOTARY PUBLIC

"OFFICIAL SEAL"
GRACE MARIN
Notary Public, State of Illinois
My Commission Expires 07/01/2021

This instrument was prepared by:
CHICAGO TITLE LAND TRUST COMPANY
10 S. LaSalle Street
Suite 2750
Chicago, IL 60603

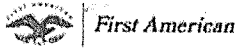
AFTER RECORDING, PLEASE MAIL TO: *City of Wood Dale*
Brad Nelson
NAME: *BRAD NELSON* *DIRECTOR*
ADDRESS: *404 N. Wood Dale Rd*
CITY STATE ZIP: *Wood Dale, IL*
60191

SEND SUBSEQUENT TAX BILLS TO: *City of Wood Dale*
BRAD NELSON
NAME: *BRAD NELSON* *DIRECTOR*
ADDRESS: *404 N. Wood Dale Rd*
CITY STATE ZIP: *Wood Dale, IL*
60191

LEGAL DESCRIPTION

Lot 2 in Thorndale Business Park in Wood Dale Unit 3, being a resubdivision of part of the Southeast Quarter of Section 3, Township 40 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded October 7, 1985 as document R85-85805, in DuPage County, Illinois.

Tax identification no.: 03-03-402-008



First American Title Insurance Company

27775 Diehl Road • Warrenville, IL 60555

Office Phone:(630)799-7389 Office Fax:(866)583-4812

Final Settlement Statement

Property Address: 800 North Edgewood Avenue, **File No:** 3005139
 Wood Dale, IL 60191 **Officer:** Linda Loveless/II
Settlement Date: 03/02/2020
Disbursement Date: 03/02/2020
Print Date: 03/02/2020, 11:07 AM

Buyer: City of Wood Dale
Address:
Seller: JCT International
Address:

Buyer Charge	Buyer Credit	Charge Description	Seller Charge	Seller Credit
		Consideration:		
118,000.00		Total Consideration		118,000.00
		Prorations:		
	829.10	County Taxes 01/01/19 to 12/31/19 @\$0.00/yr	829.10	
	147.88	County Taxes 01/01/20 to 03/02/20 @\$0.00/yr	147.88	
		Title/Escrow Charges to:		
		Closing Protection Coverage-Seller to First American Title Insurance Company	50.00	
25.00		Closing Protection Coverage-Buyer to First American Title Insurance Company		
750.00		Deed and Money Escrow to First American Title Insurance Company	750.00	
150.00		Policy Update Search to First American Title Insurance Company		
150.00		Commitment Update Search to First American Title Insurance Company		
175.00		GAP Coverage to First American Title Insurance Company	175.00	
1,680.00		Owner's Policy to FATIC/R. Craig Loveless		
350.00		Commercial Extended Coverage End O to First American Title Insurance Company		
27.00		Deed to Dupage County Recorder	27.00	
	120,330.02	Cash (X From) (To) Buyer		
		Cash (X To) (From) Seller	116,021.02	
121,307.00	121,307.00	Totals	118,000.00	118,000.00

BUYER(S):

City of Wood Dale

By: Patrick K. Bond
 Name: Patrick K. Bond
 Title: City Attorney

SELLER(S):

The Chicago Trust Company, as Trustee
 under the provisions of a Trust Agreement
 dated January 31, known as Trust Number
 1101526

By: Linda Loveless/II
 JCT International

Initials: _____

Continued From Page 1

Final Settlement Statement

Settlement Date: 03/02/2020
Print Date: 03/02/2020

File No: 3005139
Officer: Linda Loveless/II

First American Title Insurance Company

By 
Linda Loveless

Initials: _____