

**VILLAGE OF GLENWOOD**

**COOK COUNTY, ILLINOIS**

**RESOLUTION NO. 2019 -- \_\_\_\_\_**

**A RESOLUTION AUTHORIZING A VILLAGE REPRESENTATIVE TO EXECUTE  
POWER SUPPLY CONTRACT(S) WITH THE LOWEST RESPONSIBLE BIDDER(S)**

**ADOPTED BY THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE  
VILLAGE OF GLENWOOD  
THIS 15<sup>TH</sup> DAY OF JANUARY, 2019**

**RESOLUTION NO. 2019 - \_\_\_\_\_**

**A RESOLUTION AUTHORIZING A VILLAGE REPRESENTATIVE TO EXECUTE  
POWER SUPPLY CONTRACT(S) WITH THE LOWEST RESPONSIBLE BIDDER(S)  
FOR THE PURCHASE OF ELECTRICITY FOR THE VILLAGE**

WHEREAS, In January of 2007, Commonwealth Edison (ComEd) was deregulated by the State of Illinois. Prior to 2007, ComEd not only generated the power to all users in Northern Illinois, it also delivered the power through power lines. The deregulation divided up these two activities;

WHEREAS, the deregulation legislation opened up the Illinois borders to outside electric generators to compete with for the sale of power. Any commercial user can purchase its power through any of the ICC-approved electric suppliers. All generators send their power to ComEd, who in turn delivers it to the end user;

WHEREAS, the Northern Illinois Municipal Co-operative (NIMEC) was formed in late 2006 to help its members purchase their power as competitively as possible. NIMEC first aggregates its members' electric usage, then bids out the combined volume with large Northern Illinois electric suppliers. The lowest bid is then presented to its members for its acceptance;

WHEREAS, the Village of Glenwood has joined the Northern Illinois Municipal Electric Co-operative (NIMEC);

WHEREAS, the Village has purchased its electricity with NIMEC's assistance since January of 2007 with favorable results.

WHEREAS, depending upon market conditions, NIMEC plans on obtaining bids for electrical power sometime between February 1, 2019 and March 31, 2019 and plans on obtaining 12, 24 and 36 month pricing options from which its members may choose;

WHEREAS, Village of Glenwood water pumping accounts 0609127059 and 0691025055 will be included in the upcoming NIMEC bidding process;

WHEREAS, due to the fact that electricity is a commodity, the bids expire quickly. NIMEC's bids are presented early in the morning, and expire at the close of business. The Village anticipates that will need to act on the day the bids are opened in order to contract for electric power from one of the bidders;

WHEREAS, it is anticipated that NIMEC will be able to obtain lower electric rates for its municipal members than those that would be otherwise available;

WHEREAS, the purpose of this resolution is to authorize an individual to determine the lowest responsible bidder, the contract term and execute contract(s) on behalf of the Village for electric power with the lowest responsible bidders on the day that the bids are received by NIMEC; and

NOW, THEREFORE, be it resolved by the President and Board of Trustees of the Village of Glenwood, Cook County Illinois, pursuant to its home rule powers as follows:

**SECTION 1: Recitals.**

The foregoing recitals are a material part of this Resolution and are incorporated herein as if they were fully set forth herein.

**SECTION 2: Determination and approval of the lowest responsible electric power bids.**

The Village herein appoints and directs the Village President Ronald Gardiner, Kevin Welsh and Linda Brunette to: (1) review the electric power supply bids that are received from NIMEC in conjunction with any advice and guidance that is received from NIMEC; (2) determine, with the assistance of NIMEC, whether it is in the Village's best interest to enter into a 12, 24 or 36 month contract for the purchase of electricity for the previously identified accounts; (3)

determine the lowest responsible bidders for the supply of electric power to the Village and (4) execute, authorize and/or approve, on behalf of the Village, contract(s) between the lowest responsible bidder and the Village of Glenwood for the purchase of the Village's electric power within the applicable time constraints that are necessary for the Village to take advantage of the lower rates that are anticipated to be available through the NIMEC bidding process. The power supply contract may be signed, on behalf of the Village, by either the Village President, Kevin Welsh or Linda Brunette.

**SECTION 3: Effective date.**

This Resolution shall be effective immediately and remain in effect until such time as the 2018 NIMEC bidding process has been completed.

PASSED by roll call vote this 15<sup>th</sup> day of January, 2019.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 15<sup>th</sup> day of January, 2019.

---

Ronald J. Gardiner, Village President

ATTEST:

---

Dion Lynch, Village Clerk

**RESOLUTION 2019 - \_\_\_\_\_**

**A RESOLUTION TO APPOINT THE VILLAGE OF GLENWOOD'S  
POLICE REPRESENTATIVE TO THE E-COM 911 OPERATING COMMITTEE**

*WHEREAS*, the Village of Glenwood has approved an Intergovernmental Agreement pertaining to the joint and mutual operation of a dispatch and communication system serving the Villages of Homewood, Flossmoor, Glenwood and Hazel Crest known as E-COM which Intergovernmental Agreement was subsequently amended by the inclusion of the Village of South Holland and Riverdale; and Thornton, East Hazel Crest and Country Club Hills.

*WHEREAS*, the Intergovernmental Agreement requires that each Village appoint, by written resolution, its police representative to the E-COM 911 Operating Committee; and

*WHEREAS*, the Village Board desires to change the person appointed as the Village's police representative to the E-COM 911 Operating Committee.

NOW, THEREFORE, be it resolved by the President and Board of Trustees of the Village of Glenwood, Cook County, Illinois, as follows:

**SECTION 1:** Derek Peddycord is hereby appointed as the Village of Glenwood's police representative to the E-Com 911 Operating Committee.

**SECTION 2: Notification to E-COM.**

The Village Administrator is directed to provide a copy of this resolution to E-COM.

**SECTION 3: Effective date.**

This Resolution shall be effective immediately and remain in effect until such time as it is amended or repealed.

PASSED AND APPROVED this 15<sup>th</sup> day of January, 2019.

\_\_\_\_\_  
Ronald J. Gardiner, Village President

ATTEST:

\_\_\_\_\_  
Dion Lynch, Village Clerk

January 2, 2019

Ronald Gardiner  
Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425



Dear Ronald,

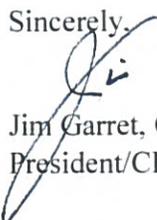
As you know, the Chicago Southland Convention & Visitors Bureau represents the Village of Glenwood and 62 other south and southwest suburbs of Chicago. As the official destination management and marketing organization for our region, our mission is to create a positive image as a viable destination site for conventions and meetings, group tours, sporting events, and leisure visitors. Though we are funded from a variety of sources, including memberships and portions of the hotel/motel room tax, our largest funding comes through our Local Tourism Convention Bureau Grant Program from the Illinois Department of Commerce and Economic Opportunity (DCEO).

The state grant dollars we receive from DCEO are specifically for national sales and marketing activities to bring outside dollars into our communities and draw visitors to the region's attractions, festivals & events, recreational facilities, restaurants, hotels & motels, and meeting facilities. These national sales and marketing efforts, in turn, have a positive impact on the economy for the Village of Glenwood and the entire Chicago Southland through job creation, retail sales, and taxes collected from visitors to our region.

**As part of our Fiscal Year 2020 state certification process, the state requires the CVB to submit a letter from each of the 63 municipalities designating the Chicago Southland CVB as their Convention & Visitors Bureau agency of record.**

For your convenience, we have enclosed an acknowledgement letter, ready for your signature. Please sign and return the original to our office in the enclosed envelope by February 28 or sooner, if possible. We will then include your letter with our certification request, which will be mailed to the DCEO. **(Please do not send your letter directly to DCEO).**

Ronald, if you have any questions or need additional information, please feel free to call Sally Schlesinger, CPA, CDME, Executive Vice President or me. On behalf of the Board of Directors, we sincerely appreciate your support and look forward to our continued marketing partnership.

Sincerely,  


Jim Garret, CDME  
President/CEO

- Enclosures:
1. Acknowledgement letter (for your signature)
  2. Addressed stamped envelope (for return of letter)
  3. Last year's copy of acknowledgement letter
  4. Value of being a Marketing Partner

2304 173rd Street, Lansing, IL 60438

Local: 708-895-8200

Fax: 708-895-8288

Toll Free: 888-895-8233

info@VisitChicagoSouthland.com

VisitChicagoSouthland.com

Accredited Destination Management Marketing Organization



Mayor Ronald Gardiner  
Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

To: State of Illinois  
Department of Commerce and Economic Opportunity  
Local Tourism and Convention Bureau Grant Program  
Greg Mihalich, Tourism Grants Manager

From: Village of Glenwood  
Mayor Ronald Gardiner

Be it resolved that:

The Village of Glenwood hereby acknowledges the Chicago Southland Convention and Visitors Bureau as our Convention and Visitors Bureau of record for the marketing and promotion of the tourism industry.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





# *The Value of Being a Marketing Partner*

## ***Designating the CVB as your “Convention Bureau/Agency of Record”***

The Chicago Southland Convention & Visitors Bureau is the official regional sales, destination management and marketing organization, representing the 63 south and southwest suburbs of Chicago. The CVB’s mission is to establish an image for this region and to market it as a destination or venue of choice for conventions, conferences, small meetings, group tours, sporting events and leisure visitors. This marketing partnership is composed of communities that have designated the Chicago Southland Convention & Visitors Bureau as their “convention bureau/agency of record.” Among the benefits communities participating in this marketing partnership receive are the following:

### **Marketing Opportunities**

- As a CVB member, your festivals and events are eligible for listing in all local, regional and state guides
- Your municipality will also be listed in the CVB’s annual Visitors Guide, designed to attract visitors to our region with 120,000 copies distributed
- Advertising discounts in CVB publications
- Coverage of pertinent and timely municipal activities in the CVB’s newsletter “*Tourism Marketing Information*” which is distributed to over 1,300 members and stakeholders quarterly
- Inclusion of historical societies, memorials, chambers of commerce and nature centers at no cost in our publication listings
- Access to various CVB cooperative promotional programs including cooperative advertising programs in regional, consumer and trade publications
- Promotion on our blog [www.VisitChicagoSouthland.com/Blog](http://www.VisitChicagoSouthland.com/Blog)
- Various municipal attractions and events promoted at our Visitor Information Center
- Village link on the CVB website
- Public relations and social media assistance in marketing your community events to visitors outside of the Chicago Southland region

### **Additional Membership Benefits**

- Eligible to participate in the CVB’s Local Grant program which is awarded six times-annually for promotional projects; grant writing workshops are also offered
- Invitation to participate in networking, social opportunities and educational programs, workshops & seminars
- Eligible for technical advisory assistance for local and municipal attractions, events and other travel-related resources like the development of community brochures

The Chicago Southland Convention & Visitors Bureau appreciates your community’s involvement in our marketing partnership. From time to time, there may be other programs announced to which you will be invited to attend and participate. We value this marketing partnership and thank you for your support.

**RESOLUTION NO. 2019 - \_\_\_\_\_**

**A RESOLUTION APPROVING THE ACQUISITION OF THE REAL ESTATE LOCATED AT 18430 S. HALSTED STREET WITH THE ASSISTANCE OF THE SOUTH SUBURBAN LAND BANK**

WHEREAS, the Village desires to acquire the 2 story building located at 18430 S. Halsted which is known by PIN # 32-04-100-037-0000 (the "Subject Property")

WHEREAS, the Subject Property has an outstanding property tax liability that exceeded \$480,000 as of June 2018 and has increased since then;

WHEREAS, the Village has pursued the acquisition of Subject Property with the assistance of the South Suburban Land Bank Development Authority ("Land Bank") in order to obtain the benefit of their represented expertise in acquiring property for municipalities free and clear of outstanding property tax liability;

WHEREAS, the owner of the property will enter into a donation agreement with the Land Bank providing: (1) that the property will be transferred to the Land Bank by the owner; and (2) that the Land Bank's will accept the donated property provided that all liens and mortgages have been paid by the Village of Glenwood;

WHEREAS, information that has been received establishes that the Subject Property is encumbered with the following mortgages:

1. A mortgage payable to Pacific Global Bank in the amount of \$128,845.57 good through January 15, 2019.
2. A mortgage payable to Sky River LLC. in the amount of \$75,035.00 good through January 15, 2019.
3. A third mortgage with A Zero balance that will need to released prior to the transfer of the Subject Property to the Land Bank;

WHEREAS, the title commitment indicates there is also a lien recorded January 25, 2008 for maintenance charges against the Subject Property in the amount of \$49,903.44;

WHEREAS, the pay-off amounts for each of the above mortgages and liens will increase as a result of interest increases through the date of the Land Bank's closing on its receipt of ownership of the Subject Property;

WHEREAS, upon the Village's pay-off of the amounts due for the mortgages and liens as of the date the Land Bank receives the property from the Owner, the Village's payment will then be secured against the property by a mortgage substantially in the form attached as Exhibit A;

WHEREAS, pursuant to an agreement between the Village and the Land Bank that is substantially in the form attached as Exhibit B, the Land Bank will, after it acquires the Subject Property: (1) transfer the Subject Property to the Village by a deed in lieu of foreclosure; (2) prepare the necessary notices to void the property tax liability against the Subject Property; and (3) provide the Village with a title insurance policy insuring over the prior outstanding property tax liability;

WHEREAS, pursuant to an agreement between the Village and the Land Bank that is substantially in the form attached as Exhibit B, the Village will need to compensate the Land Bank for their legal costs, their costs for obtaining a phase I environmental report, their transaction costs as well as the Land Bank's time and expense to act as conduit in a total amount that is estimated not to exceed \$14,000.00;

WHEREAS, the Village Board of the Village of Glenwood finds that it is in the best interest of the Village to acquire the Subject Property with the assistance of the Land Bank as described herein and grant the necessary approvals as set forth in this Resolution; and

NOW THEREFORE, be it resolved by the President and Board of Trustees of the Village of Glenwood pursuant to its Home Rule powers as follows:

**Section 1. Recitals.**

The foregoing recitals are true, a material part of this Resolution, and are incorporated herein as if they were fully set forth in this section.

**Section 2. Approval of Pay-off amounts for the existing Mortgages and Lien**

The Village of Glenwood herein authorizes the payment of the pay-off amounts due for the existing mortgages and liens identified in the recitals in such amount that are necessary to pay the full amount due in the amount of \$253,784.01 plus any additional subsequent interest and penalty charges that may accrue up to and including the date of the closing on the Land Bank's acquisition of the Subject Property. The Village's Finance Director is authorized to make the payments required herein.

**Section 3. Approval of Mortgage.**

In order to secure the Village's payment of all amounts necessary pursuant to Section 2 of this Resolution that are necessary for the Land Bank to acquire the Subject Property, the Village approves its receipt of a mortgage against the Subject Property that is substantially in the form attached as Exhibit A as well as such other notes and other documentation that may be necessary to retain a security interest in the Subject Property for all amounts paid by the Village pursuant to Section 2 of this Resolution. The Village President is herein authorized to execute any documents as may be necessary for the Village's protection of its security interest in the Subject Property through a mortgage that is substantially in the form attached as Exhibit A.

**Section 4. Approval of acquisition from the Land Bank.**

The Village herein approves an agreement substantially in the form attached as Exhibit B for the Village's acquisition of the Subject Property by a deed in lieu of foreclosure from the Land Bank provided that total compensation due the Land Bank shall not exceed \$14,000.00. The Land Bank's compensation shall include reimbursement to the Land Bank for their legal costs, their costs for obtaining a phase I environmental report, their transaction costs as well as the Land Bank's time and expense to act as conduit in a total amount that is estimated not to exceed \$14,000.00. The Village further approves the Village's closing upon its Acquisition of the Subject Property. The Village President, Ronald Gardiner is herein given the authority to execute an agreement with the Land Bank that is substantially in the form set forth in Exhibit B as may be revise to include the correct information as for the specific transaction approved herein on behalf of the Village as well as such documents that are necessary for the Village to complete the transfer of property pursuant to said agreement, including, but not necessarily limited to: Grantor-Grantee statement, Plat Act Affidavit, wire instructions, closing statement, wire transfers, ALTA statements, GAP undertakings, documents required by the title company to close the transaction such as any escrow instructions or agreements, and such other documents as may be typically required to close real estate transactions. In the event any payment is due from the Village in order to fund any expenses required from a buyer of the Subject Property related to the closing on the receipt of the Subject Property from the Land Bank, the Village's Finance Director is herein authorized to make payment by a certified check or by a wire transfer in such amounts that are necessary to accomplish the transfer, including all transaction expenses, pro-rations, fees and closing costs, if any, that are the responsibility of the Village to pay in order to close the transfer approved herein.

**Section 4. Home Rule.**

This Resolution, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether this Resolution should: (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law; or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Glenwood that to the extent that the terms of this Resolution should be inconsistent with any non-preemptive state law, this Resolution shall supersede state law in that regard within its jurisdiction.

**Section 5. Effective Date.**

This Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED by roll call vote this 15<sup>th</sup> day of January, 2018.

AYES:

NAYS:

ABSENT:

ABSTAIN:

---

Village President

---

Village Clerk

**EXHIBIT A**  
(Form of Mortgage)

Permanent Tax Index Number:

32-04-100-037-0000

*This space reserved for Recorder's use only.*

THIS INDENTURE (herein "Mortgage"), made on \_\_\_\_\_, 20\_\_\_\_, between South Suburban Lank Bank and Development Authority, whose mailing address is \_\_\_\_\_, herein referred to as "MORTGAGOR," and Village of Glenwood, Illinois, herein referred to as "MORTGAGEE," collectively "the Parties," witnesseth:

WHEREAS, Mortgagee has agreed to make a loan to Mortgagor in the maximum amount \_\_\_\_\_ no/100 Dollars (\$ \_\_\_\_\_) (the "Loan");

WHEREAS, the Loan is evidenced, secured and governed by this Mortgage and that certain Promissory Note between the Parties of even date herewith ("Promissory Note");

NOW, THEREFORE, the Mortgagor, to secure its obligations under the Promissory Note, and the performance of the covenants and agreements herein contained, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of the estate, right, title and interest therein, situate, lying and being in the County of Cook, and State of Illinois legally, as described on Exhibit "A" attached hereto and made a part hereof, which, with the property hereinafter described, is referred to herein as the "Premises;"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves, and water heaters. All the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor or his successors or assigns shall be considered as constituting part of the real estate.

The Loan shall have required payments of interest by the Mortgagor as set forth in the Promissory Note. Mortgagee's only recourse for the satisfaction of the Loan shall be Mortgagor's exercise of its rights

and remedies with respect to the Property and any other collateral held by Mortgagee as security for the Loan.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

This Mortgage includes each and every one of the covenants, conditions and provisions appearing subsequent to the signature page hereof, all of which are incorporated herein by reference and are a part hereof and shall be binding on Mortgagor, its heirs, successors, and assigns.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the Mortgagor has caused its signature and seal to be hereto affixed and these presents to be signed by him on the day and year first written.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF ILLINOIS        )  
                                          ) SS  
COUNTY OF COOK        )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

This instrument was prepared by and  
Should be returned to:

Brent O. Denzin  
Denzin Soltanzadeh LLC  
190 S. LaSalle St., Suite 2160  
Chicago, Illinois 60603

## THE COVENANTS, CONDITIONS AND PROVISIONS OF THE MORTGAGE

1. MORTGAGOR shall (1) comply with the Promissory Note; (2) keep said premises in good condition and repair in accordance with local building codes without waste; (3) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; and (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof;

2. MORTGAGOR shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the MORTGAGEE duplicate receipts therefor. To prevent default hereunder MORTGAGOR shall pay in full under protest, in the manner provided by statute, any tax or assessment, which MORTGAGOR may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the MORTGAGEE the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by MORTGAGOR, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the MORTGAGEE'S interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the MORTGAGOR, upon demand by the MORTGAGEE, shall pay such taxes or assessments, or reimburse the MORTGAGEE therefore, to the extent allowed under law.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of this Mortgage or the Promissory Note, the MORTGAGOR covenants and agrees to pay such tax in the manner required by any such law. The MORTGAGOR further covenants to hold harmless and agrees to indemnify the MORTGAGEE, and the MORTGAGEE'S successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of this Mortgage or the Promissory Note.

5. MORTGAGOR shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the MORTGAGEE.

6. In case of default therein, MORTGAGEE may, but need not, make any payment or perform any act hereinbefore required of MORTGAGOR in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by MORTGAGEE to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon equal to the rate of interest of the first mortgage loan. Inaction of MORTGAGEE shall never be considered as a waiver of any right accruing to the MORTGAGEE on account of any default hereunder on the part of the MORTGAGOR.

7. The MORTGAGEE making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public

office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

8. MORTGAGOR shall pay each item of indebtedness herein mentioned if and when due according to the terms hereof. Upon an event of Default under the Promissory Note and following any applicable notice and cure period, or upon a default of any of the terms and conditions herein and following any applicable notice and cure period, at the option of the MORTGAGEE, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the Promissory Note or in this mortgage to the contrary, become immediately due and payable

9. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, MORTGAGEE shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of MORTGAGEE for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, and similar data and assurances with respect to title as MORTGAGEE may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by MORTGAGEE in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the MORTGAGEE shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

10. In the event of a foreclosure of a prior mortgage or mortgages, or transfer in lieu of foreclosure, the MORTGAGOR agrees that the net proceeds, if any, of a foreclosure sale (after payment of the prior mortgage or mortgages) or transfer in lieu of foreclosure shall be paid to the MORTGAGEE in payment and satisfaction of the amount loaned herein.

11. Upon or at any time after the filing of a complaint to foreclose this mortgage, the court of competent jurisdiction in which such complaint is filed ("the Court") may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of MORTGAGOR at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the MORTGAGEE may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when MORTGAGOR, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by an decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

12. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law.

13. The MORTGAGEE shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

14. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provision hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the MORTGAGEE, notwithstanding such extension, variation or release.

15. MORTGAGEE shall release this mortgage and lien thereof by proper instrument upon (i) payment and discharge of all indebtedness secured hereby or (ii) forgiveness of indebtedness as detailed in the Promissory Note.

16. This mortgage and all provisions hereof, shall extend to and be binding upon MORTGAGOR and all persons claiming under or through MORTGAGOR, and the word "MORTGAGOR" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed this Mortgage. The word "MORTGAGEE" when used herein shall include the successors and assigns of the MORTGAGEE named herein and the holder or holders, from time to time, of the Promissory Note secured hereby.

17. Notwithstanding any foregoing provision to the contrary, if the recapture of funds required under this Mortgage is triggered by a sale (voluntary or involuntary) of the premises, and there are no net proceeds or the net proceeds are insufficient to repay the sums due MORTGAGEE, the MORTGAGEE will only recapture the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment and any closing costs.

18. The terms and conditions recited and set forth in the Promissory Note are fully incorporated in this Mortgage and made a part hereof. MORTGAGOR and its successors and assigns shall comply with each and every of the covenants and conditions set forth in the Promissory Note and an Event of Default under any of the conditions or provisions of the Promissory Note shall constitute a default hereunder.

19. Provided an event of default does not then exist, MORTGAGOR's obligations under this Mortgage shall be deemed satisfied in accordance with the terms of the Promissory Note, and provided that MORTGAGOR has satisfied all of the terms and conditions precedent to the MORTGAGEE'S release of his Mortgage, MORTGAGEE will promptly deliver to MORTGAGOR a fully-executed release, in recordable form, of this Mortgage.

\*\*\*\*\*

EXHIBIT A TO MORTGAGE

Legal Description

LOT 3 IN GLENWOOD PLAZA UNIT NUMBER 3, BEING A SUBDIVISION OF LOTS 1 AND 2 IN GLENWOOD PLAZA UNIT NUMBER 1 AND LOT 3 IN GLENWOOD PLAZA UNIT NUMBER 2, AND PART OF THE NORTHWEST QUARTER OF SECTION 4, ALL IN SECTION 4, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 2001 AS DOCUMENT NUMBER 0011197458, IN COOK COUNTY ILLINOIS

Property Index Number(s): 32-04-100-037-0000

Property Address: 18430 S. Halsted St., Glenwood, IL 60425

**PROMISSORY NOTE**

\$ \_\_\_\_\_

Village of Glenwood, Illinois  
County of Cook

\_\_\_\_\_, 20\_\_

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the Village of Glenwood, Illinois or its assigns ("City"), the principal sum not to exceed \_\_\_\_\_ and 0/100<sup>ths</sup> dollars (\$\_\_\_\_\_).

This Note shall bear interest at an annual rate equal to 0 %.

The undersigned may not assign, transfer, hypothecate or encumber its obligations hereunder and any effort to do so shall be void ab initio.

Protest and notice of demand and protest are hereby waived. This Note shall be governed by and construed in accordance with the laws of the State of Illinois.

THE UNDERSIGNED WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (I) UNDER THE LOAN AGREEMENT, THIS NOTE OR UNDER ANY DOCUMENT SECURING THIS NOTE OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT WHICH MAY BE DELIVERED IN THE FUTURE IN CONNECTION HEREWITH OR WITH THE AGREEMENT, OR (II) ARISING FROM ANY OTHER RELATIONSHIP EXISTING IN CONNECTION WITH THIS NOTE OR THE LOAN AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Time is of the essence of this Note.

[Remainder Left Blank]

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned as of the day and year set forth above.

South Suburban Land Bank and Development Authority

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

**EXHIBIT B**

(Form of Agreement with the South Suburban Land Bank Development Authority)

## AGREEMENT FOR DEED IN LIEU OF FORECLOSURE

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (“*Effective Date*”), by and between the Village of Glenwood, an Illinois municipal body corporate and politic (hereinafter “*Village*”) and South Suburban Land Bank and Development Authority, an Illinois intergovernmental agency (hereinafter “*Owner*”)(collectively, “*Parties*”).

### Recitals

WHEREAS, Owner holds fee simple title to the real property legally described in Exhibit A hereto and commonly known as 18430 S. Halsted St., Glenwood, IL 60425 (hereinafter, “*Property*”):

WHEREAS, Village holds a Mortgage, recorded against the Property in the Cook County Recorder’s Office as Document Number \_\_\_\_\_ (the “*Mortgage*”), which memorializes the Owner’s indebtedness to the Village totaling \_\_\_\_\_ and no/100<sup>th</sup> Dollars (\$\_\_\_\_\_); and

WHEREAS, Village intended to foreclose on the Mortgage, but in order to avoid the time and expense of a foreclosure suit, to minimize further financial losses to the Parties, and to expedite the orderly transfer of ownership of the Property from the Owner to Village, the Parties agree to a donation of the Property to Village in lieu of foreclosure, subject to the terms and conditions set forth herein; and

WHEREAS, Village commits to use the Property to advance a public purpose, including Village’s mission of promoting economic recovery and revitalization.

NOW THEREFORE, the Parties agree as follows:

### Agreement

1. *Recitals*. All above-stated recitals are incorporated by reference herein.
2. *Conveyance of Property*. Village will accept and record a Quit Claim Deed or Special Warranty Deed from the Owner (“*Deed*”) in lieu of foreclosure, substantially in the form of Exhibit B to this Agreement, conveying aforesaid Subject Property to Village provided that:
  - a. All liens and encumbrances against the Subject Property, except the Mortgage and any outstanding property taxes, have been released or otherwise extinguished; and
  - b. The Deed shall be in lieu of foreclosure of the Mortgage;
  - c. The Parties satisfy or obtain waivers of all local requirements reasonably required to effectuate the transfer of the Property to Village; and
3. *Owner Acknowledgment and Representation*. Owner acknowledges that it has taken all desired steps to identify the current fair market value of the Property. Owner understands that the fair market value of the Property may exceed the value of Mortgage, and nevertheless Owner believes and represents that the deed in lieu conveyance set for the herein is a reasonable, intended and voluntary act.

4. *Time is of the Essence; Closing.* Closing shall take place at a time and location agreed to by the Parties in writing. This Agreement shall become null and void and of no further force or effect in the event that the obligations of either Party set forth herein are not fully met and the conveyance closed within ninety (90) days of the date of this Agreement.

5. *Counterparts.* The Parties agree that this Agreement may be executed in multiple counterparts, which may be signed and delivered separately.

6. *Successors and Assigns.* This Agreement shall be binding on the heirs, administrators, executors, and assigns of the respective parties hereto.

7. *Hold Harmless.* Pursuant to 735 ILCS 5/15-1401, Village relieves and holds the Owner harmless from any and all personal liability with respect to said Mortgage, including but not limited to any liability on the part of the Owner to pay the costs incurred by Village which are described in, and secured by, the Mortgage recorded against the Property.

8. *Rights of Inspection; Inspection Period.* Village, its counsel, accountants, agents and other representatives, shall have full and continuing access to the Property and all parts thereof, upon reasonable notice to Owner. Village and its agents and representatives shall also have the right to enter upon the Property at any time related to this transaction, including inspecting, surveying, engineering, testing of mechanical systems, performance of environmental tests and such other work as Village shall consider appropriate (the "Inspections"), provided that Village shall hold Owner harmless and fully indemnify Owner against any damage, claim, liability or cause of action arising from or caused by the actions of Village, its agents, or representatives upon the Property, and shall have the further right to make such inquiries of governmental agencies and utility companies, and to make such feasibility studies and analyses as it considers appropriate. Owner shall cooperate with Village with respect to the Inspections, including but not limited to the execution of any documents reasonably necessary for such Inspections, provided that Owner shall bear no expense in connection therewith.

9. *Termination.* Either Party may terminate this Agreement at any time prior to Closing.

10. *Remedies.* If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be to either: (i) terminate this Agreement; or (ii) pursue specific performance, at the non-breaching party's discretion. Any termination of this Agreement by Owner after execution will result in the loss of any deposit provided to VILLAGE under this Agreement, unless such termination was caused by VILLAGE's breach.

11. *Attorney Review.* Purchaser's execution of this Agreement shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain and consult with legal counsel regarding the Agreement and the Exhibits attached hereto. Further, the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

[Remainder Left Blank]

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and seals the day and year first above written.

**VILLAGE**

**OWNER**

\_\_\_\_\_

\_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Prepared by and Return to:*  
Brent O. Denzin  
Denzin Soltanzadeh LLC  
190 S. LaSalle St., Suite 2160  
Chicago, IL 60603  
312/38-7261  
bdenzin@denzinlaw.com

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOT 3 IN GLENWOOD PLAZA UNIT NUMBER 3, BEING A SUBDIVISION OF LOTS 1 AND 2 IN GLENWOOD PLAZA UNIT NUMBER 1 AND LOT 3 IN GLENWOOD PLAZA UNIT NUMBER 2, AND PART OF THE NORTHWEST QUARTER OF SECTION 4, ALL IN SECTION 4, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 2001 AS DOCUMENT NUMBER 0011197458, IN COOK COUNTY ILLINOIS

Property Index Number(s): 32-04-100-037-0000

Property Address: 18430 S. Halsted St., Glenwood, IL 60425

**Quit Claim Deed**

**MAIL TO:**

**Village of Glenwood**

**MAIL TAX BILLS TO:**

THE GRANTOR, **South Suburban Land Bank and Development Authority**, an Illinois intergovernmental agency, for and in consideration of the full satisfaction and release of, and in lieu of any foreclosure action taken with respect to, any and all lien(s) held by Grantee relating to the real property conveyed herein, CONVEYS AND QUIT CLAIMS to:

**Village of Glenwood**

a governmental agency and body politic under the laws of the State of Illinois ("GRANTEE"), all interest in the following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

LOT 3 IN GLENWOOD PLAZA UNIT NUMBER 3, BEING A SUBDIVISION OF LOTS 1 AND 2 IN GLENWOOD PLAZA UNIT NUMBER 1 AND LOT 3 IN GLENWOOD PLAZA UNIT NUMBER 2, AND PART OF THE NORTHWEST QUARTER OF SECTION 4, ALL IN SECTION 4, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 2001 AS DOCUMENT NUMBER 0011197458, IN COOK COUNTY ILLINOIS

Property Index Number(s): 32-04-100-037-0000

Property Address: 18430 S. Halsted St., Glenwood, IL 60425

SUBJECT TO: covenants, conditions, restrictions and easements of record, and all general real estate taxes and assessments.

*[Remainder of page intentionally left blank]*

In Witness Whereof, said Grantor has caused this instrument to be duly executed in its name and behalf this \_\_\_\_ day of \_\_\_\_\_ 2019.

**GRANTOR:**

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

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

State of Illinois        )  
                                  )ss  
County of Cook         )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ an Illinois intergovernmental agency, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument on behalf of the \_\_\_\_\_ of the \_\_\_\_\_ and as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC

**COOK COUNTY-ILLINOIS TRANSFER STAMP:**

NAME and ADDRESS OF PREPARER

Brent O. Denzin, Esq.  
Denzin Soltanzadeh LLC  
190 S. LaSalle St.  
Suite 2160  
Chicago, Illinois 60603

EXEMPT UNDER PROVISIONS OF 35 ILCS  
200/31-45, PARAGRAPH (b), REAL ESTATE  
TRANSFER ACT

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Buyer, Seller or Representative

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantor shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated \_\_\_\_\_, 2019      Signature: \_\_\_\_\_  
Grantor or Agent

SUBSCRIBED and SWORN to before me

this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated \_\_\_\_\_ 2019      Signature: \_\_\_\_\_  
Grantee or Agent

SUBSCRIBED and SWORN to before me

this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

DATE: January 8, 2019  
TO: Mayor and Board of Trustees  
FROM: Acting Administrator Kevin Welsh  
SUBJECT: Property 941 E. Glenwood-Lansing Rd.

The property captioned above is the grassy lot adjacent to the east of the Hickory Glen Park Parking Lot off of Glenwood Lansing Road. Recently the longtime owner of this lot and the house to the east passed away. The house and house lot has sold to a nice family who has done extensive remodeling and maintenance to the structure and the landscape.

The empty lot between the parking lot and their house is the lot in question. The executor of the estate is giving us first option to acquire this parcel. The purchase price originally suggested has been reduced to \$8000 after discussion. The purchase agreement (attached) includes that the Village pay them the \$8000 plus take responsibility for the 2018 taxes, estimated at approximately \$3100.

The Staff has looked at this and considered the acquisition for future expansion of the parking for the Park or another use not yet determined.

I am asking for direction as to your desire to complete this acquisition. Finance Director Brunette suggests that if you were to acquire that we expend these funds from the Capital Improvement Fund that has a current balance of \$273,558.00

At your direction I would initiate the process for the acquisition.

## Real Estate Sale Contract

1. **The Village of Glenwood**, a municipal body ("Purchaser") agrees to purchase at a price of **\$8,000.00** on the terms set forth herein, the real estate in Cook County, IL legally described on Exhibit "A" attached hereto and commonly known as a vacant lot at 941 E. Glenwood-Lansing Rd., Glenwood, IL (PIN: 32-11-101-027-000).
2. **Philip and Nancy Van Baren** (together, "Seller"), owners of the beneficial interest, shall convey or caused to be conveyed by the owner of record (being the Jeanne O. Lau Trust, Dated July 14, 2015), the property described above at the price and terms set forth herein, to Purchaser title thereto by a recordable Trustee's Deed (the "Deed"), with release of homestead rights, subject to: (a) covenants, conditions, and restrictions of record; (b) public, private and utility easements, (c) building and zoning laws and ordinances, (d) general taxes not yet due and payable; and (e) acts of Purchaser.
3. The time or closing shall be on within 30 days from the date hereof, or such early date as Seller and Purchaser may agree. Possession shall be delivered at closing. The purchase price shall be paid in full upon closing.
4. Closing shall be handled through escrow with Hoogendoorn & Talbot LLP ("Escrowee") acting as escrowee. Within 7 days after the date hereof, Purchaser shall deposit with Escrowee a check in the amount of \$8,000.00. Within 7 days after the date hereof, Seller shall deposit with Escrowee the Deed conveying title to Purchaser. Seller and Purchaser shall deposit and execute such other documents as may be reasonably requested by Escrowee, including without limitation a closing statement and transfer tax declarations. Hoogendoorn & Talbot LLP are attorneys for Seller and will act as Escrowee, but they are not attorneys for the Purchaser.
5. When Escrowee has recorded the Deed with the County Recorder and is otherwise prepared to close, Escrowee shall release the net sale proceeds to the Seller and forward the recorded deed to Purchaser.
6. Seller is not required to provide any title insurance commitment, policy or title services. Escrowee is providing no opinion of title.
7. Seller is not required to provide a survey.
8. Purchaser accepts the property in its "AS IS" condition, without representations or warranties of any kind.
9. Seller shall pay the State and County real estate transfer taxes, if any. Purchaser shall pay any municipal transfer taxes or fees. The 2<sup>nd</sup> installment 2017 general real estate taxes (payable in 2018) shall be paid by Seller when the same comes due and payable. The 2018 taxes (payable in 2019) and subsequent taxes all shall be paid by Purchaser. There shall be no proration of taxes upon closing.
10. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
11. Time is of the essence of this contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Purchaser:

Village of Glenwood

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

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

Seller:

\_\_\_\_\_  
Philip Van Baren

\_\_\_\_\_  
Nancy Van Baren

**EXHIBIT A**

**Legal Description**

Lot 1 in Grace Van Baren Subdivision of the North 233.00 feet of the North 10 acres of the East ½ of that part lying North of Glenwood-Dyer Road of the East ½ of the East ½ of the Northwest ¼ of Section 11, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.