

FY 2016
ANNUAL TAX INCREMENT FINANCE
REPORT



STATE OF ILLINOIS
COMPTROLLER
LESLIE GEISSLER MUNGER

Name of Municipality: Village of Glenwood Reporting Fiscal Year: 2016
 County: Cook Fiscal Year End: 4/30/2016
 Unit Code: 016/215/32

| TIF Administrator Contact Information | | | |
|---------------------------------------|--|--------------------------------|--|
| First Name: <u>Ronald</u> | Last Name: <u>Gardiner</u> | | |
| Address: <u>One Asselborn Way</u> | Title: <u>Village President</u> | | |
| Telephone: <u>708-753-2400</u> | City: <u>Glenwood</u> | Zip: <u>60425</u> | |
| Mobile | E-mail-required: <u>rgardiner@villageofglenwood.com</u> | | |
| Mobile Provider | Best way to contact: <input checked="" type="checkbox"/> Email | <input type="checkbox"/> Phone | |
| | <input type="checkbox"/> Mobile | <input type="checkbox"/> Mail | |

I attest to the best of my knowledge, this report of the redevelopment project areas in: City/Village of _____ is complete and accurate at the end of this reporting Fiscal year under the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] Or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

[Signature] 2/17/17
 Written signature of TIF Administrator Date

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)*)

| FILL OUT ONE FOR EACH TIF DISTRICT | | |
|------------------------------------|-----------------|-----------------|
| Name of Redevelopment Project Area | Date Designated | Date Terminated |
| Glenwood Dyer Road | 6/5/2001 | 12/16/2008 |
| Glenwoodie | 2/5/2008 | 11/17/2015 |
| Halsted and Holbrook | 11/4/2003 | |
| Main street | 6/5/2001 | |
| Industrial Park | 5/21/1991 | |
| Halsted Redevelopment | 1/18/2011 | |
| Industrial North | 5/17/2011 | |
| Glenwood Town Center | 7/5/2011 | |
| State Street | 4/19/2016 | |
| | | |
| | | |
| | | |
| | | |
| | | |

*All statutory citations refer to one of two sections of the Illinois Municipal Code: the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]

FY 2016

| | |
|---|---|
| Name of Redevelopment Project Area: | Halsted |
| Primary Use of Redevelopment Project Area*: | Retail/Commercial |
| If "Combination/Mixed" List Component Types: | |
| Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one): | |
| Tax Increment Allocation Redevelopment Act <input checked="" type="checkbox"/> | Industrial Jobs Recovery Law _____ |

| | No | Yes |
|---|----|-----|
| Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment labeled Attachment A | X | |
| Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification labeled Attachment B | | X |
| Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion labeled Attachment C | | X |
| Were there any activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement labeled Attachment D | | X |
| Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) labeled Attachment E | | X |
| Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information labeled Attachment F | X | |
| Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G | X | |
| Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report labeled Attachment H | X | |
| Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose the Official Statement labeled Attachment I | | X |
| Was analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If yes, please enclose the Analysis labeled Attachment J | X | |
| Cumulatively, have deposits from any source equal or greater than \$100,000 been made into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K | | X |
| Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L | X | |
| A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose list only, not actual agreements labeled Attachment M | X | |

* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))

Provide an analysis of the special tax allocation fund.

FY 2016

TIF NAME: Halsted

Fund Balance at Beginning of Reporting Period \$ -

| Revenue/Cash Receipts Deposited in Fund During Reporting FY: | Reporting Year | Cumulative* | % of Total |
|---|----------------|--------------|------------|
| Property Tax Increment | | | 0% |
| State Sales Tax Increment | | | 0% |
| Local Sales Tax Increment | | | 0% |
| State Utility Tax Increment | | | 0% |
| Local Utility Tax Increment | | | 0% |
| Interest | | | 0% |
| Land/Building Sale Proceeds | | | 0% |
| Bond Proceeds | | | 0% |
| Transfers from Municipal Sources | \$ 1,552,000 | \$ 1,698,191 | 91% |
| Private Sources | | | 0% |
| Other (identify source ____ lease income; if multiple other sources, attach schedule) | \$ 172,905 | \$ 172,905 | 9% |

*must be completed where current or prior year(s) have reported funds

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period \$ 1,724,905

Cumulative Total Revenues/Cash Receipts \$ 1,871,096 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 397,832

Distribution of Surplus

Total Expenditures/Disbursements \$ 397,832

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS \$ 1,327,073

FUND BALANCE, END OF REPORTING PERIOD* \$ 1,327,073

* if there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

SURPLUS*/(DEFICIT)(Carried forward from Section 3.3) \$ (5,422,927)

SECTION 3.2 A- (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))

FY 2016

TIF NAME: Halsted

**ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND
(by category of permissible redevelopment cost, amounts expended during reporting period)**

FOR AMOUNTS >\$10,000 SECTION 3.2 B MUST BE COMPLETED

| Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)] | Amounts | Reporting Fiscal Year |
|---|----------------|------------------------------|
| 1. Costs of studies, administration and professional services—Subsections (q)(1) and (o) (1) | | |
| Legal Services Rosenthal, Murphey, Coblenz and Donahue | 341 | |
| Robinson Engineering | 5,650 | |
| | | |
| | | |
| | | |
| | | \$ 5,991 |
| 2. Cost of marketing sites—Subsections (q)(1.6) and (o)(1.6) | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ - |
| 3 Property assembly: property acquisition, building demolition, site preparation and environmental site improvement costs. Subsections (q)(2), (o)(2) and (o)(3) | | |
| Cook County Treasurer Property tax paid on acquired property | 214,673 | |
| JMS Environmental | 80,427 | |
| AECOM, Inc | 5,650 | |
| Discount Fence | 2,534 | |
| | | |
| | | |
| | | \$ 303,284 |
| 4. Costs of rehabilitation, reconstruction, repair or remodeling of existing public or private buildings. Subsection (q)(3) and (o)(4) | | |
| Calderone Enterprises / Roof Repair | 775 | |
| Misc. Expense., tools, repair supplies, keys | 1,532 | |
| | | |
| | | |
| | | |
| | | \$ 2,307 |
| 5. Costs of construction of public works and improvements. Subsection (q)(4) and (o)(5) | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ - |
| 6. Costs of removing contaminants required by environmental laws or rules (o)(6) - Industrial Jobs Recovery TIFs ONLY | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ - |

SECTION 3.2 A

PAGE 2

| | | |
|--|--------|-----------|
| 7. Cost of job training and retraining, including "welfare to work" programs Subsection (q)(5), (o)(7) and (o)(12) | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ - |
| 8. Financing costs related to obligations issued by the municipality. Subsection (q) (6) and (o)(8) | | |
| Interest on Property Acquisition Loan | 86,250 | |
| | | |
| | | |
| | | |
| | | \$ 86,250 |
| 9. Approved taxing district's capital costs. Subsection (q)(7) and (o)(9) | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ - |
| 10. Cost of Reimbursing school districts for their increased costs caused by TIF assisted housing projects. Subsection (q)(7.5) - Tax Increment Allocation Redevelopment TIFs ONLY | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ - |
| 11. Relocation costs. Subsection (q)(8) and (o)(10) | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ - |
| 12. Payments in lieu of taxes as defined in Subsections 11-74.43(m) and 11-74.6-10(k). Subsection (q)(9) and (o)(11) | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ - |
| 13. Costs of job training, retraining advanced vocational or career education provided by other taxing bodies. Subsection (q)(10) and (o)(12) | | |
| | | |
| | | |
| | | |
| | | \$ - |

SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5) 65 ILCS 11-74.6-22 (d) (5))

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period

FY 2016

TIF NAME: Halsted

FUND BALANCE, END OF REPORTING PERIOD \$ 1,327,073

| | Amount of Original Issuance | Amount Designated |
|---|--------------------------------|-------------------|
| 1. Description of Debt Obligations | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Total Amount Designated for Obligations \$ - \$ -

2. Description of Project Costs to be Paid

| | | |
|--|--|--------------|
| Property Acquisition | | \$ 300,000 |
| Legal Services | | \$ 50,000 |
| Engineering Services | | \$ 50,000 |
| Demolition Expense | | \$ 300,000 |
| Interest on property acquisition loan | | \$ 250,000 |
| Costs reimbursed to developers | | \$ 800,000 |
| Payment of Principal due on acquisition note | | \$ 5,000,000 |
| | | |
| | | |
| | | |

Total Amount Designated for Project Costs \$ 6,750,000

TOTAL AMOUNT DESIGNATED \$ 6,750,000

SURPLUS*/(DEFICIT) \$ (5,422,927)

* NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2016

TIF NAME: Halsted

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

No property was acquired by the Municipality Within the Redevelopment Project Area

Property Acquired by the Municipality Within the Redevelopment Project Area

| | |
|--|---|
| Property (1): | Glenwood Plaza |
| Street address: | 18301-18451 S Halsted Glenwood Illinois |
| Approximate size or description of property: | see attached |
| Purchase price: | 6,552,000.00 |
| Seller of property: | Argiannis |

| | |
|--|--|
| Property (2): | |
| Street address: | |
| Approximate size or description of property: | |
| Purchase price: | |
| Seller of property: | |

| | |
|--|--|
| Property (3): | |
| Street address: | |
| Approximate size or description of property: | |
| Purchase price: | |
| Seller of property: | |

| | |
|--|--|
| Property (4): | |
| Street address: | |
| Approximate size or description of property: | |
| Purchase price: | |
| Seller of property: | |

EXHIBIT A
(LEGAL DESCRIPTION OF THE PROPERTY)

Lots 2, 4, 5 and 6 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 ¼ 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.

PIN Numbers: 32-04-100-036-0000; 32-04-100-038-0000; 32-04-100-039-0000 and 32-04-100-040-0000

SECTION 5 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G)

FY 2016

TIF NAME: Halsted

*Page 1 is to be included with TIF Report. Pages 2-3 are to be included **ONLY** if projects are listed.

Box below must be filled in with either a check or number of projects, not both

Check if **NO** projects were undertaken by the Municipality Within the Redevelopment Project Area: X

ENTER total number of projects undertaken by the Municipality Within the Redevelopment Project Area and list them in detail below*.

| TOTAL: | 11/1/99 to Date | Estimated Investment for Subsequent Fiscal Year | Total Estimated to Complete Project |
|--|-----------------|---|-------------------------------------|
| Private Investment Undertaken (See Instructions) | \$ - | \$ - | \$ - |
| Public Investment Undertaken | \$ - | \$ - | \$ - |
| Ratio of Private/Public Investment | 0 | | 0 |

Project 1: *IF PROJECTS ARE LISTED NUMBER MUST BE ENTERED ABOVE

| | | | |
|--|---|--|------|
| Private Investment Undertaken (See Instructions) | | | \$ - |
| Public Investment Undertaken | | | |
| Ratio of Private/Public Investment | 0 | | 0 |

Project 2:

| | | | |
|--|---|--|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | | | |
| Ratio of Private/Public Investment | 0 | | 0 |

Project 3:

| | | | |
|--|---|--|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | | | |
| Ratio of Private/Public Investment | 0 | | 0 |

Project 4:

| | | | |
|--|---|--|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | | | |
| Ratio of Private/Public Investment | 0 | | 0 |

Project 5:

| | | | |
|--|---|--|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | | | |
| Ratio of Private/Public Investment | 0 | | 0 |

Project 6:

| | | | |
|--|---|--|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | | | |
| Ratio of Private/Public Investment | 0 | | 0 |

VILLAGE OF GLENWOOD

ONE ASSELBORN WAY • GLENWOOD, ILLINOIS 60425

708.753.2400

708.753.2406 Fax



ATTACHMENT B

February 16, 2017

The Honorable Illinois Comptroller
James R. Thompson Center
100 West Randolph Street
Suite 15-1500
Chicago, Illinois 60601

To Whom It May Concern:

After discussions with staff regarding the Halsted Redevelopment TIF District, it appears that our municipality has complied with all of the requirements of the Act during the preceding fiscal year 2016.

If you have any questions, please do not hesitate to contact myself or Linda Brunette at 708-753-2400.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Gardiner', with a large, stylized flourish at the end.

Ronald J. Gardiner
Village President

ROSENTHAL, MURPHEY, COBLENTZ & DONAHUE

LAW OFFICES

30 NORTH LA SALLE STREET

SUITE 1624

CHICAGO, ILLINOIS 60602

(312) 541-1070

FAX (312) 541-9191

PETER D. COBLENTZ

JOHN F. DONAHUE

JUDITH N. KOLMAN

JOHN B. MURPHEY

MATTHEW D. ROSE

PETER M. ROSENTHAL
(1950-2010)

AMBER M. SAMUELSON

February 15, 2017

WRITER'S DIRECT LINE

(312) 541-1075

Attachment C

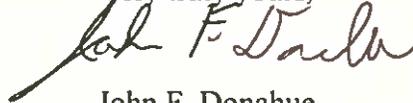
Illinois Comptroller
James R. Thompson Center
100 W. Randolph Street, Suite 15-1500
Chicago, Il. 60601-3252

Re: Village of Glenwood
Halsted Tax Increment Redevelopment Plan and Project Area

Dear Comptroller:

Please be advised that this office serves as the corporate attorney for the Village of Glenwood. I have reviewed the annual tax increment finance report for the fiscal year ending April 30, 2016 for the Village of Glenwood's Halsted Tax Increment Redevelopment Plan and Project Area and believe that the report is in compliance with the Tax Increment Allocation Redevelopment Act.

Very truly yours,



John F. Donahue

Attachment D

(Halsted TIF)

On December 29, 2015, the Village acquired the Halsted Plaza properties (PINs 32-04-100-036-0000, 32-04-100-038-0000, 32-04-100-039-0000 and 32-04-100-040-0000) in order to pursue their redevelopment. This Plaza generally consisted of a number of vacant, obsolescent, commercial structures and spaces that had previously been allowed to deteriorate. The Village funded this acquisition with a \$5,000,000.00 note from MB Bank and the transfer of funds from other contiguous Tax Increment Financing Districts. The principal and interest on the acquisition note is expected to be paid off from revenues generated from the acquired property, tax increment revenues from contiguous Tax Increment Financing Districts and future Tax Increment Revenues generated by the redevelopment of the property.

In order to further the redevelopment of the acquired property, the Village undertook the following activities between its December 2015 acquisition and the April 30, 2016 end of the fiscal year that this report addresses:

- The Village undertook a competitive process to receive proposals and the qualifications of developers interested in pursuing the redevelopment of the Halsted Plaza and began discussion on a redevelopment agreement.
- The Village engaged in discussions with businesses utilizing the Plaza and entered into short license agreements that gave most of these businesses the opportunity to continue to operate in a manner that will not interfere with the Village's ability to pursue future development opportunities.
- The Village demolished 3 of the dilapidated vacant, unusable structures located on the property totaling more than 70,000 square feet.
- The Village engaged a TIF consultant to assist in the future restructuring of the Halsted Redevelopment Project Area so that, upon its future redevelopment, it will generate more tax increment funds that can be used to fund the acquisition of the Plaza and future eligible redevelopment expenses

Attachment E

(Halsted TIF)

The Village entered into a contract for the acquisition of the Halsted Plaza properties (PINs 32-04-100-036-0000, 32-04-100-038-0000, 32-04-100-039-0000 and 32-04-100-040-0000), a copy of which is attached.

ATTACHMENT I

REAL ESTATE SALE CONTRACT

1. **Purchaser/Price/Property.** Village of Glenwood, an Illinois Home Rule Municipal Corporation, ("Village" or "Purchaser") agrees to purchase at a price of \$6,950,871.90 (Six Million, Nine Hundred Fifty Thousand, Eight Hundred Seventy One Dollars and Ninety Cents) on the terms set forth herein the property legally described in Exhibit A and all improvements, structures, and fixtures of every kind presently situated on, in or under said property (the property, improvements, structures and fixtures are hereinafter referred to as the "Real Estate"). The agreement herein being a part of the settlement of Glenwood Halsted, LLC v. Village of Glenwood, Case No. 2011 CV 6772 (the "Litigation").

2. **Seller/deed.** Glenwood Halsted LLC, an Illinois Limited Liability Company with its principal office at 2241 W. Howard, Chicago, Illinois (the "Seller") agrees to sell the Real Estate identified in Exhibit A at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser, or Purchaser's nominee, title thereto by a recordable warranty deed, with release of homestead rights, if any, free and clear of any mortgages, liens, mechanics liens, other security interests and any property taxes due and payable prior to the date of closing and subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) the leases to the tenants as disclosed in Exhibit E; and (d) property taxes for the year 2015 (payable in 2016) which are not yet due and payable as of closing and subsequent years.

3. **Closing.** The closing shall be on or within 14 calendar days after the expiration of the Feasibility Period, unless subsequently mutually agreed otherwise, at the office of a title company located in or near the Village, which shall be chosen by Seller (the "Title Company"), provided title for the real estate is shown to be good or is accepted by Purchaser. Seller covenants and agrees, at Seller's sole cost and expense, to obtain releases at or prior to closing, for any and all liens affecting the Real Estate as of the date of closing. Possession of the Real Estate shall be transferred to the Purchaser at Closing.

3A. **Financing Contingency.** Purchaser represents that it has had discussions and has indications that bond financing is available for this purchase. This contract is contingent upon the securing of Financing by the Purchaser for the full amount of the Purchase Price by means of: (1) the issuance and sale of general obligation bonds secured by the full faith and credit of the Village of Glenwood; (2) a bank line of credit or loan which shall be a general obligation of the Village of Glenwood secured by the full faith and credit of the Village of Glenwood; or (3) by any combination of the above funding mechanisms. If after making a diligent effort, the Village is unable to secure the funding necessary to purchase the property on or before the date of closing, then the Village shall notify the Seller, and provide Seller with records evidencing its diligence in obtaining financing. In the event that the Closing does not occur, Seller may continue prosecuting the Litigation. At closing, the Village shall acquire the Real Estate "as is."

4. **Closing Escrow.** On or prior to the Closing Date, the Purchaser and the Seller shall establish an escrow with the Title Company through which the transfer of the real estate shall be closed (the "Closing Escrow"). The escrow instructions establishing the Closing Escrow shall be in the form customarily used by the Title Company with such special provisions added

thereto as may be required to conform to the provisions of this Agreement. The Closing Escrow shall be auxiliary to this Agreement, and this Agreement shall not be merged into nor in any manner be superseded by the escrow. The escrow costs and fees shall be split by the parties.

4A. Seller's Representations and Warranties.

To induce Purchaser to enter into this Contract, Seller makes the following warranties and representations, all of which (a) shall also be true and correct as of the date of Closing and (b) shall survive the Closing of this Contract and not merge with the deed:

- A. Seller now has and will have at Closing good and indefeasible title in fee simple to the Real Estate and no party, except as herein set forth, has or shall have any right in, or to acquire, the Real Estate.
- B. At the Closing, the Real Estate shall be free and clear of all encumbrances except those to which the deed maybe subject as set forth in Section 2 and any encumbrances arising by or through the actions of the Purchaser.
- C. Seller has no knowledge of any labor, services, or materials that have been furnished or delivered to the Property or used for improvements or repairs thereof at any time within the past four (4) months, which have not been fully and completely paid for, and to Seller's knowledge Seller has no debts, outstanding contracts, or liabilities that could give rise to or result in a lien or a claim of lien against the Property under the Illinois Mechanic Lien Act.
- D. Except for an action brought Purchaser seeking to demolish the bowling alley property on the subject premises, Seller knows of no actions, suits, claims, assessments, or proceedings pending or threatened that could materially adversely affect the ownership, operation, or maintenance of the Real Estate or Seller's ability to perform hereunder. Purchaser will purchase subject to and obtain the dismissal of the action brought to demolish the bowling alley property after Closing with no remedy from any defendant.
- E. Seller has full right, power, and authority to execute, deliver, and perform this Contract without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties and this Contract, when executed and delivered by Seller and Purchaser, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.
- F. No uncured breach or default will exist at closing, whether declared or not, including, without limitation, nonpayment of any sum or nonperformance of any obligation,

with regard to, any obligation of Seller that is secured by a lien on the Real Property, except those that are cured and resolved at closing, if any.

G. All Leases on the Real Estate are identified in Exhibit E. Within 14 calendar days after the execution of this Contract by all parties, Seller will provide to the Village a correct copy of each lease and any amendments thereto. All these leases are those then in effect and seller will not modify or amend such leases in any manner prior to closing, without the consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed. To the best of Seller's knowledge, Seller is not in default in its obligations as landlord; no tenant has any right to cancel or terminate its lease as a result of this transaction or by reason of any other existing facts known to Seller; No tenant has any right to extend or renew its lease except as indicated in the leases. Seller has no knowledge of any actual or potential claim that any tenant is entitled to any concession, rebate, or refund. None of the Leases have been assigned, pledged, or encumbered except to the holder of the Mortgage that will be released at Closing; and Seller has no knowledge of any claims or litigation, actual or threatened, with regard to any of the Leases. There are no parties in possession of any portion of the Real Estate, or that have a right to be in possession of the Real Estate, other than the tenants identified in Exhibit E and Exhibit C.

H. There will be no contracts for services or supplies on account of maintenance or repairs which expressly or impliedly will be binding upon the Purchaser after closing or upon the Real Estate.

I. A true and correct copy of all agreements, easements, and other documents pertaining to the use of, or right to use, any portion of the Real Estate by the owners or occupants of the property identified by PIN numbers 32-04-100-035-0000; 32-04-100-037-0000 and/or any to other property adjacent to the Real Estate are identified in Exhibit C, except for easements of record. Within 14 calendar days after the execution of this Contract by all parties, Seller will provide to the Village a correct copy of each such agreement, easement or other document and any amendments thereto. Seller states that all these agreements easements and other documents are in effect now and that Seller will not modify or amend any such agreement, easement or other document in any manner prior to closing, without the consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed.

4B. Preliminary Estoppel Certificates.

Within 14 calendar days after the execution of this Contract by all parties, Seller shall provide Purchaser with completed Preliminary Estoppel Certificates in the form attached as Exhibit D signed on behalf of each tenant identified in Exhibit E, with a true and correct copy of the lease and all amendments thereto attached to the certificate for each tenant.

4C. Other Agreements

Within 14 calendar days after the execution of this Contract by all parties, Seller shall provide Purchaser with a true and correct copy of any and all letters, documents, easements and any pleadings filed in any litigation pertaining to any dispute between the Seller and owner or occupant of any property adjacent to the Real Estate. Purchaser may contact such owners or occupants to review the nature of the dispute and may enter into agreements with such owners and occupants that will only be effective after the Closing.

4D. Seller's obligations.

Within seven days of the execution of this Agreement, the Village will allow the sprinklers to be turned on in the Harlem furniture premises. During the period between the date hereof and the Closing, Seller shall:

- A. Keep and maintain the Real Estate in the same condition in which it is currently in, including making repairs and replacements that are necessary to keep it as is
- B. Not take any action to impair the good will of the tenants;
- C. Seller will not be in default of any lease, mortgage, agreement, easement, insurance policy that is not cured at closing, if any;
- D. Not, without written approval of Purchaser, enter into any new lease or contract pertaining to the Real Estate or modify any existing lease or contract pertaining to the Real Estate or its operation or use, which cannot be terminated, at Seller's sole expense on or before Closing. Seller shall terminate any new lease or new contract pertaining to the Real Estate entered in to without Purchaser's approval on or before closing. Seller shall terminate any modification to any lease or contract pertaining to the Real Estate entered in to without Purchaser's approval on or before closing.
- E. Seller shall notify the Village in writing if any change occurs in the occupancy or conditions affecting the Real Estate. Purchaser acknowledges it is informed Harlem Furniture is considering terminating its month to month lease and relocating. The Purchaser shall not be able to cancel this Agreement if a tenant terminates its lease or gives notice that it intends to terminate its lease prior to, or after Closing.
- F. Not, without Purchaser's prior written consent, enter into, amend, or terminate any Lease, nor institute any proceeding at law or in equity to enforce any Lease;
- G. Provide Purchaser and its representatives, employees, and agents, by appointment with two days written notice, reasonable access (and also subject to the rights of tenants under Leases), during normal business hours, to the Real Estate; and
- H. Maintain the property as is.

4D. Indemnification of Purchaser. To the full extent permitted by law, Seller, from and after Closing, shall indemnify and hold Purchaser harmless from and against any and all damage, loss, cost, expense, obligation, claim, or liability, including reasonable counsel fees and reasonable expenses of investigating, defending, and prosecuting litigation (collectively, the "Damages"), suffered by Purchaser as a result of any contractual liability or obligation arising out of any Lease or other contract pertaining to the Real Estate relating to or arising from the ownership or operation of the Real Estate before the Closing Date; (B) the breach of any representation or warranty of Seller set forth in this Contract; and (C) the breach of, or failure to perform or satisfy, any of the covenants of Seller set forth in this Contract. The Purchaser agrees not to act to induce others to seek Damages that fall under this indemnification section. Further Purchaser will upon learning of a claim for damages hereunder shall immediately notify Seller and shall defer to Seller and allow Seller to address and resolve such matter, before incurring costs and specifically shall allow Seller to hire counsel and direct the defense of any matter falling under this provision.

5. Seller's Deliveries. On the Closing Date, provided all conditions and contingencies have been satisfied, Seller shall deposit or cause to be deposited with the Title Company (or deliver to the Village, or its designee) the following, each duly executed and notarized, as appropriate:

- (i) A Warranty Deed, in recordable form, conveying fee simple title of the Real Estate to Purchaser meeting the requirements of this Agreement subject only to the exceptions stated in Section 2;
- (ii) An ALTA statement and "gap" undertaking in the form customarily required by the Title Company of a seller of property to enable it to issue the Title Policy in accordance with the terms hereof for the Real Estate;
- (iii) An Affidavit of Title signed by the Seller of the Real Estate in the form attached as Exhibit B.
- (iv) A Bill of Sale conveying to Purchaser good title in and to the all personal property, improvements and fixtures (other than those owned by any tenants) with covenants and warranties that they are free and clear of all security interests, liens and encumbrances.
- (v) All documents and funds necessary to release any mortgages, liens or other security interests in the property.
- (vi) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby and customarily required by the Title Company of a seller of property to enable it to issue the Title Policy in accordance with the terms hereof.

- (vii) An assignment, by Seller, as Landlord, in recordable form of all leases affecting the Real Estate, together with all original executed Leases.
- (viii) A Final written Estoppel Certificate signed by each of the tenants occupying the Real Estate in the form annexed hereto as Exhibit D, which shall be dated no more than 5 business days prior to closing and not include any new representations that were not included in the Preliminary Estoppel Certificate Seller is required to provide to the Purchaser with 14 calendar days after the execution of this contract.

6. **Purchaser's Deliveries.** On the Closing Date, provided all conditions and contingencies have been satisfied, Purchaser shall deposit with Title Company (or deliver to Seller) the following, each dated and duly executed and notarized, as appropriate:

- (i) All affidavits, indemnities, undertakings and certificates customarily required by the Title Company of a purchaser of property to enable it to issue the Title Policy in accordance with the terms hereof.
- (ii) The monetary payment due Seller and any additional amounts necessary to pay any costs and fees required to be paid by Purchaser less any applicable credits.
- (iii) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby.

7. **Joint Deliveries.** On the Closing Date, provided all conditions and contingencies have been satisfied, the parties shall jointly deposit with Title Company the following, each dated and duly executed and notarized, as appropriate:

- (i) Closing Statement.
- (ii) State, and county, if applicable, transfer tax declarations and any required forms completed to establish any exemption from any real estate transfer taxes that is applicable because the transfer is to a public entity.
- (iii) Executed mutual releases and stipulations to dismiss all the Federal and State Court litigation pending between the Seller and the Purchaser.

8. **Closing Costs.** The Closing costs shall be paid as follows:

By Seller:

- (a) Preparation of the Deeds and documents required of the Seller
- (b) Seller's legal expenses

- (c) ½ of the Title Company closing escrow fees
- (d) The cost of the Owner's title insurance policy providing extended coverage
- (e) Survey, if not previously paid for by Seller.
- (f) Any other closing costs charged to the Seller by the Title Company that is not otherwise allocated pursuant to this Section.

By Purchaser:

- (a) Preparation of the documents required of the Purchasers
- (b) Purchasers legal expenses
- (c) ½ of the Title Company closing escrow fees.
- (d) Recording fees for the Deed
- (e) Any other closing costs charged to the Purchaser by the Title Company that is not otherwise allocated pursuant to this Section.

9. **No Broker involvement.** The Purchaser and Seller each represent to the other that it did not use the services of any real estate broker and that no broker's commission needs to be paid. Should it be determined by a court of competent jurisdiction that any commission is due and owing to any Broker, the party who executed the listing agreement which is the basis for the commission to be paid shall be solely responsible. The obligations of this paragraph survive closing and shall not be merged with the deed.

10. **Plat of Survey.** Within 15 calendar days after the execution of this contract, Seller, at its own expense, shall furnish Purchaser an ALTA survey that is not more than 6 months old for the real estate that meets the ALTA minimum standards detail requirement (Feb. 2011).

11. **Title commitment.** Within 5 business days after the execution of this contract, the Seller shall order an owner's title insurance policy issued by the Title Insurance Company and transmit a title commitment for same to the Village within 10 business days after the execution of this contract. The title commitment for the owner's title insurance policy shall be in the amount of the purchase price, covering title to the Real Estate on or after the date hereof, showing title in the intended Seller subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above in Section 2, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller shall so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. The cost of the Owner's title insurance policy providing extended coverage for the Purchaser shall be paid by Seller.

12. **Title/Survey defects.** If the title commitment or plat of survey discloses either unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser (herein referred to as "defects"), Purchaser shall notify Seller in writing within the Feasibility Period. Seller shall then have 30 days from the date of delivery thereof to have the

exceptions removed from the commitment or to correct such survey defects. and, in such event, the Feasibility Period shall be extended 45 days from the date of delivery of Purchaser's notice to Seller that there are unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser. If Seller fails to have the unpermitted exceptions removed or correct any survey defects, within 30 days from the date of delivery of Purchaser's notice to Seller that there are unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser, Purchaser may, during the then extended Feasibility Period, terminate this Agreement. If Purchaser elects to give written notice to terminate this Agreement during the Feasibility Period or any extended Feasibility Period, this Agreement shall become null and void without further action of the parties. Or, if Purchaser does not give written notice to terminate this Agreement during the Feasibility Period or any extended Feasibility Period, then Purchaser shall take title to the Real Estate as is at closing and accept any unpermitted exceptions disclosed on the title commitment and all survey defects and waive any and all objections that it may have to any such unpermitted exceptions or survey defects.

13. Real estate taxes and proration. Any and all unpaid real estate taxes due and payable prior to closing shall be paid by Seller prior to closing or out of the closing proceeds. If necessary, Seller shall bring to closing a certificate of redemption showing the amount of the real estate taxes owed for payments that were previously due and payable along with any penalties and interest and shall otherwise comply with all the Title Company holdback requirements pertaining to its payment of previously due but unpaid real estate taxes.

2015 real estate taxes which are not due and payable shall be prorated at closing based upon 100% of the last ascertainable full calendar year's taxes, with Seller giving Purchaser a credit at closing of an amount equal to the prorated amount of real estate taxes that are not yet due and owing for the period of Seller's ownership of the Real Estate from January 1, 2015 through and including Closing.

The prorations as required by this Section 13 shall be final. However, Purchaser shall pay the taxes as prorated and Seller shall be permitted to contest the taxes and recover any taxes saved for periods before the date of closing and Purchaser waives all right to those taxes if recovered.

13A. Lease credits. At closing, Seller shall give Purchaser a credit against the purchase price in an amount equal to the amount of all security deposits held by Seller, from each and every Tenant as disclosed in the Leases and Final Estoppel Certificates. Purchaser shall also receive a prorated credit at closing for the amount of any rent, additional rent, CAM charge, insurance charge, or any other payments made by each and every tenant to Seller for the period of time from the date of closing to the end of the period for which the amount was paid as disclosed in the Final Estoppel Certificates required at closing.

14. Real Estate Transfer Taxes. At closing, Seller and Purchaser shall execute a completed Real Estate Transfer Declaration in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois showing the transfer of the Real Estate to Purchaser as being exempt from any State, County or local real estate transfer taxes.

15. **Personal property.** All personal property and fixtures located on or within real estate, if any, shall be transferred to the Purchaser at closing by a Bill of Sale which is in a form that is acceptable to the Purchaser. Seller shall not remove any fixtures, including but not limited to electric poles and lines, lighting fixtures, electric and HVAC systems, water mains, sewer lines, sprinkler systems, valves, bathroom fixtures, and attached signs.

16. **Purchaser's due diligence period and right to cancel.** Purchaser shall have until 5:00 p.m. on the first business day that is 60 days after the execution of this contract by all parties to evaluate the Real Estate and determine whether it is satisfactory for Purchaser's intended uses and needs ("Feasibility Period"). During the Feasibility Period, Purchaser and its agents and contractors shall have the right to inspect the Real Estate and all conditions affecting the Real Estate and to determine, in its sole discretion, that the physical and environmental condition, as well as all other circumstances relevant to the Real Estate are satisfactory to Purchaser in all respects.

From and after the date of this Agreement through the expiration of the Feasibility Period, Purchaser and Purchaser's Representatives shall have, by appointment upon two days written notice, access to and entry upon the Real Estate and any improvements located thereon for site analysis, engineering studies, and environmental evaluations. Purchaser shall be responsible for all the costs of its inspections of the Real Estate. Purchaser shall restore any damage to the Real Estate caused by Purchaser or Purchaser's Representatives. Purchaser shall indemnify and hold Seller and their respective officers, directors, shareholders, personal representatives, trustees, agents and employees harmless from and against any and all claims, loss, cost, expense, liability and damage (including reasonable attorneys' fees and litigation expenses) arising out of or caused by the actions of Purchaser or Purchaser's Representatives with respect to Purchaser's inspections of the Real Estate.

In the event the Phase 1 environmental report recommends a Phase 2 study of any portion of the Real Estate involving test borings, the parties may enter into an agreement for the conduct of such test borings. In the event the Parties cannot come to a mutually satisfactory agreement for the conduct of the test borings, the Purchaser or Seller may terminate this Agreement and this Agreement shall be null and void and of no further effect.

Purchaser may terminate this Agreement at any time during the Feasibility Period or during any extended Feasibility Period if such a period is granted and documented in writing, if Purchaser determines in its sole judgment, that the Real Estate: (i) is not suitable for any reason for Purchaser's intended use or purpose; or (ii) has environmental risks that the Purchaser does not want to assume by giving written notice to the Seller mailed within the Feasibility Period to Seller's address set forth in the signature section of this contract and an email to all counsel. If Purchaser does not timely mail a notice of termination under this Section, then Purchaser shall be deemed to have waived all conditions and rights under this paragraph and shall be fully obligated under the terms and conditions of this Agreement, subject to any other contingencies set forth in this Agreement.

The parties may agree to extend the Purchaser's Feasibility Period.

17. **Casualty Loss.** As used herein, the term "Casualty Loss" shall mean any destruction by fire, storm, or other casualty or any taking or pending or threatened taking, in condemnation or under the right of eminent domain of the Real Estate or portion thereof, in each case prior to Closing. Seller shall promptly give Purchaser written notice ("Casualty Notice") of any Casualty Loss of which Seller becomes aware. Purchaser shall have the option, which must be exercised within 30 days after its receipt of the Casualty Notice, to terminate this Contract or to proceed with the Closing. If Purchaser elects to terminate this Contract, all rights, duties, obligations, and liabilities created hereunder shall cease. If Purchaser elects to proceed with Closing, it shall acquire the Real Estate in accordance with the terms hereof and Seller shall transfer to Purchaser all unpaid insurance proceeds, claims, awards, and other payments arising out of such Casualty Loss and pay to Purchaser all sums paid to Seller as insurance proceeds, awards, or other payments arising out of such Casualty Loss. Seller shall not voluntarily compromise, settle, or adjust any amounts payable by reason of any Casualty Loss without first obtaining the written consent of Purchaser.

18. **IRS Section 1445.** Seller represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and that they are therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

19. **Time is of the essence.** Time is of the essence for this Agreement.

20. **Notices.** All notices, demands, or other communications of any type (herein collectively referred to as "Notices") given by Seller to Purchaser or by Purchaser to Seller, whether required by this Contract or in any way related to the transaction contemplated herein, shall be given in accordance with the provisions of this section. All Notices shall be in writing and delivered by personal delivery or by United States Mail, as a Registered or Certified item, Return Receipt Requested. Notices personally delivered shall be effective upon receipt and notices mailed shall be effective when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with properly postage affixed, addressed to the party at the addresses following their signatures below. Either party hereto may change the address for Notices specified above by giving the other party 10 days' advance written notice of such change of address.

21. **Amendment.** This Agreement may be amended only by the mutual agreement of the Parties evidenced by a written amendment, by the adoption of an ordinance, resolution or motion of the Purchaser approving such written amendment, as provided by law and by the execution of such written amendment by the Parties.

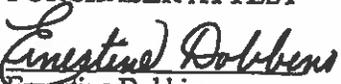
22. **Entire Agreement.** This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

23. **Illinois Law.** This Agreement shall be construed its accordance with the laws of the State of Illinois.

24. Interpretations. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

25. Execution. All the parties to this Agreement represent that they are authorized to enter into this agreement.

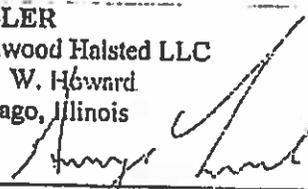
IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations on the dates set forth below.

| | |
|--|--|
| <p>SELLER Glenwood Halsted LLC 2241 W. Howard Chicago, Illinois</p> <p>By: _____ George Tavoularis, Co-Manager</p> <p>Date: _____</p> <p>By: _____ John Argianis, Co-Manager</p> <p>Date: _____</p> | <p>PURCHASER Village of Glenwood One Asselborn Way Glenwood, IL. 60425</p> <p>By:  Ronald Gardiner Village President</p> <p>Date: <u>10/29/15</u></p> |
| | <p>PURCHASER ATTEST  Ernestine Dobbins Village Clerk Glenwood</p> |

24. **Interpretations.** This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

25. **Execution.** All the parties to this Agreement represent that they are authorized to enter into this agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations on the dates set forth below.

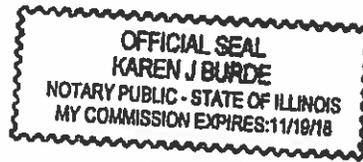
| | |
|---|--|
| <p>SELLER Glenwood Halsted LLC 2241 W. Howard Chicago, Illinois</p> <p>By:  George Tavoularis, Co-Manager Date: 10-28-2015</p> <p>By:  John Argiris, Co-Manager Date: 10/24/15</p> | <p>PURCHASER Village of Glenwood One Asselborn Way Glenwood, IL. 60425</p> <p>By: _____ Ronald Gardiner Village President</p> <p>Date: _____</p> <p>PURCHASER ATTEST</p> <p>_____ Ernestine Dobbins Village Clerk Glenwood</p> |
|---|--|

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John Arziana S as Co-Manager of Glenwood Halsted LLC is personally known to me as the person that executed the forgoing document as the free and voluntary act of Him and Glenwood Halsted LLC for the uses and purposes therein set forth.

Given under my hand and official seal and sworn to before me this 27th day of October, 2015.

Karen J Burde
Notary Public



STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George Tabularis as Co-Manager of Glenwood Halsted LLC is personally known to me as the person that executed the forgoing document as the free and voluntary act of Him and Glenwood Halsted LLC for the uses and purposes therein set forth.

Given under my hand and official seal and sworn to before me this 28th day of October, 2015.

Karen J Burde
Notary Public



EXHIBIT A TO REAL ESTATE SALE CONTRACT
(Legal Description of real estate)

[legal to be inserted from prior deed]

PINs: 32-04-100-036-0000; 32-04-100-038-0000; 32-04-100-039-0000 and 32-04-100-040-0000

Legal on attached Deed attached as Exhibit A -1

Deed attached filed 2/25/2004 Grantor: Surplus Properties, Inc. to Grantee: Glenwood Halsted LLC

WARRANTY DEED
Statutory (Illinois)



Doc#: 0405650238
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 02/25/2004 02:28 PM Pg: 1 of 4

THE GRANTOR, SURPLUS PROPERTIES, INC. an Illinois corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois for and in consideration of ten and no/100 DOLLARS, in hand paid, and pursuant to authority given by the Board of Directors of said company, CONVEYS and WARRANTS to GLENWOOD HALSTED, LLC, an Illinois limited liability company organized and existing under and by virtue of the laws of the State of Illinois having its principal office at the following address 2241 W. Howard, Chicago, Illinois the following described Real Estate situated in the County of Cook and State of Illinois, to wit:

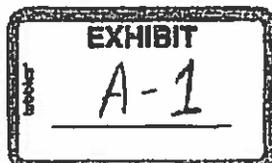
Above Space for Recorder's Use Only

Permanent Real Estate Index Number(s): 32-04-100-036, 038, 039 and 040

Address(es) of Real Estate: 18301-18451 S. Halsted, Chicago, Illinois

In Witness Whereof, said Grantor has caused its seal to be hereto affixed, and has caused its name to be signed to these presents by its Manager this day of 25th FEB, 2004

Surplus Properties, Inc.
By: [Signature] President
Attest: [Signature] Secretary



LOTS 2, 4, 5 AND 6 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 1/4 OF SECTION 4, ALL IN SECTION 4, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 2001 AS DOCUMENT NUMBER 001197450, IN COOK COUNTY, ILLINOIS.

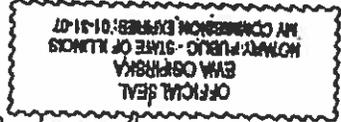
State of Illinois, County of Cook ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that JOHN ARGIANAS, PRESIDENT AND GEORGE TAVOULARIS, SECRETARY OF SURPLUS PROPERTIES, INC. personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered the said instrument and pursuant to authority given by the Board of Directors of said company, as his free and voluntary act, and as their free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of February 2004

Commission expires January 31st, 2007

Ewa Odrzyaska
NOTARY PUBLIC



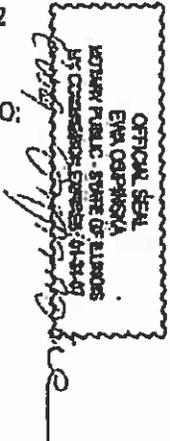
This instrument was prepared by Charles R. Gryll, 6703 N. Cicero Avenue, Lincolnwood, IL 60712

MAIL TO:

Charles R. Gryll
6703 N. Cicero Avenue
Lincolnwood, IL 60712

SEND SUBSEQUENT TAX BILLS TO:

Glenwood Halsted LLC
2241 W. Howard
Chicago, IL 60645



EXEMPT UNDER PARAGRAPH e SECTION 31-45. OF ILLINOIS PROPERTY TAX CODE.

Feb. 24th, 2004
Date Ewa Odrzyaska

STATEMENT BY GRANTOR AND GRANTEE

The Grantor or his Agent affirms that, to the best of his knowledge, 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 an hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to rcal estate under the laws of the State of Illinois.

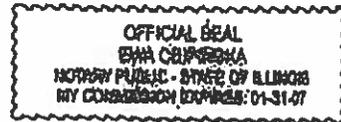
Dated: February , 2004

Surplus Properties, Inc

Signature: _____

Subscribed and sworn to before me by the said Surplus Properties, Inc. this 24th day of February, 2004.

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 an 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.

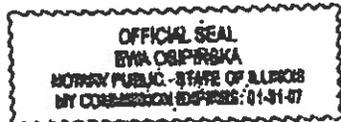
Dated: February , 2003

Glenwood Halsted, LLC

Signature _____

Subscribed and sworn to before me by the said Glenwood Halsted, LLC this 24th day of February, 2004, 2003.

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.

EXHIBIT B TO REAL ESTATE SALE CONTRACT
(Form of Affidavit of Title)

AFFIDAVIT OF TITLE

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, _____, hereinafter referred to as Seller does hereby depose and say as follows:

1. Seller owns the legal title in certain real estate (hereinafter referred to as the "Property") which is legally described as follows:

[LEGAL TO BE INSERTED WHEN KNOWN]

PINs#:32-04-100-036-0000; 32-04-100-038-0000; 32-04-100-039-0000 and 32-04-100-040-0000

2. Seller is authorized to sell the Property.
3. This Affidavit is made by Seller in connection with the sale of the Property to the Village of Glenwood, hereinafter referred to as Buyers and is given to induce the Buyers to make or complete the purchase of the Property.
4. No labor, services, or materials have been furnished or delivered to the Property or used for improvements or repairs thereof at any time within the past four (4) months that have not been fully and completely paid for, and Seller has no knowledge of any debts, outstanding contracts, or liabilities that could give rise to or result in a lien or a claim of lien against the Property under the Illinois Mechanic Lien Act. Seller also states that it has not done anything to the Property that would adversely affect the title since the effective date on the title commitment up through and including the closing date.
5. All fixtures now located in or on the Property are fully paid for and are not subject to any conditional sales contracts, chattel mortgages, or other security interests.
6. Except for the parties identified in an Exhibit E to Real Estate Sales contract for the Property, no persons are in possession of the Property except Seller, and that there are no other

EXHIBIT C

The persons having rights of access and easement across and upon the Real Estate are set forth below:

The easements, covenants and reciprocal rights of those persons that are on premises adjacent to the Real Estate are set forth in and governed by the terms found on the following:

Declaration of Covenants, Conditions, Restrictions, Easements and Reciprocal Rights Agreement

Filed Cook County Recorder of Deeds document # 0011209437

Copy attached as Exhibit C - 1

3

0011209437

1/15/0170 23 001 Page 1 of 15
2001-12-19 15:11:58
Cook County Recorder 47.00



MARKED UP

209804

DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND RECIPROCAL RIGHTS AGREEMENT

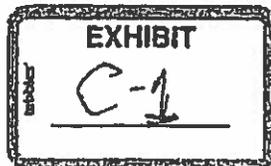
SOUTH EAST CORNER ARQUILLA DRIVE & HALSTED STREET
GLENWOOD, ILLINOIS

Prepared by
David Rosenberg
5950 S. ROUTE 53 UNIT 11
Lisle IL 60532

1- PIN
32-04-100-010
32-04-100-011
32-04-100-013
32-04-100-022
32-04-100-024

Sheet 430

UNIVERSAL REALTY GROUP, INC. 0000/0000 01:15 PM '01 0000 0000



11200437

DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND RECIPROCAL RIGHTS AGREEMENT

SOUTH EAST CORNER 183RD & HALSTED
GLENWOOD, ILLINOIS

This Declaration of Covenants, Conditions, Restrictions and Reciprocal Rights Agreement (hereinafter sometimes referred to as this "Declaration") is made and entered into as of this 1st day of December, 2001, by Hinsbrook Bank & Trust, as trustee under trust agreement dated October 10, 2001 and known as Trust No. 01-055 (hereinafter referred to as "Developer").

W I T N E S S E T H

WHEREAS, the Developer is the fee owner of certain real property known as Glenwood Plaza and described on Exhibit A attached hereto and made a part hereof ("Development"); and

WHEREAS, Lots 1 through 6, inclusive, are part of Developer's Property, which property is described on Exhibit B attached hereto and made a part hereof (the "Parcel") and is generally shown on the site plan attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the Developer desires to preserve the value and amenities in said Development by subjecting the property owned by it and described herein to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of said property; and

NOW WHEREFORE, the Developer declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements and reciprocal rights hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Subdivided Property. The real property legally described in Exhibit A, which is attached and made a part hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration. Said real property described in Exhibit A shall hereinafter be referred to as Glenwood Plaza. Any individual lot in the subdivision will be referred to hereafter as a Parcel.

1. IMPROVEMENTS TO THE PARCEL

a. Developer and any subsequent Owner (hereafter "Owner") acknowledge and agree that the Developer and other persons owning or occupying the Development from time to time have an interest in the manner in which all property in the Development is developed. Accordingly, Developer shall have the right to review and approve any and all plans for the construction, reconstruction, replacement or modification of any building or other improvements on any Parcel to confirm that such improvements will be in conformance with zoning requirements for both the Development and the Parcel and to ascertain that such improvements are compatible with and will not adversely affect other portions of the Development with respect to, without limitation, nature of signage, architectural compatibility, utilities, traffic circulation, parking, emergency access, landscaping and similar matters that could have an impact on other portions of the Development. Not later than sixty (60) days prior to the commencement of construction on any portion of the property, Owner shall also submit a plan sealed by an architect of the proposed development to Developer.

Notwithstanding the provisions of this subsection any Owner, after the initial completion of construction, may pursue the following remodeling without the consent or approval of Developer: (i) interior remodeling which does not alter the exterior characteristic of the building located on the Parcel, and (ii) exterior changes to the building which have the same architectural character and color scheme as is contained in the shopping center on the date Owner commences remodeling. Owner may not, however, without Developer's consent construct any exterior changes to its building which would (i) increase the height of the building above twenty six feet (26') or (ii) increase the size of the building.

b. (1) Within twenty-one (21) calendar days after Developer's receipt of the Plans and Specifications as hereinabove and as hereinafter provided, Developer shall review such Plans and Specifications to determine that the proposed improvements will not cause an adverse effect or have an adverse impact on any other portion of the Development. Further, within such twenty-one (21) day period, Developer shall notify Owner whether the Plans and Specifications are approved or disapproved. Disapproval of any part or portion of the Plans and Specifications shall be in writing and shall set forth the reason or reasons for such disapproval. Developer shall at all times act reasonably and in good faith in approving or disapproving Owner's Plans and Specifications. Should Developer fail to approve or disapprove Owner's Plans and Specifications in writing within twenty-one (21) calendar days after receipt of the Plans and Specifications, then Developer's approval shall be conclusively presumed to have been granted. Developer's approval of the Plans and Specifications shall be evidenced by its approving and signing one (1) copy thereof and

returning same to Owner.

11209437.

(ii) Without limitation of any other provision hereof, it is further understood that any Parcel shall be developed using similar building materials and compatible architectural concepts as are used in other buildings in the Development and that, except as limited in the last paragraph of Section 2. above with respect to changes after the initial completion of construction, Developer shall retain architectural approval for the exterior of any Parcel. The sale of the Parcel, or any part thereof, shall in no way be deemed to preclude Developer from exercising its approval rights of Plans and Specifications prior to the commencement of any and all construction (or reconstruction) on the Parcel.

c. Without limitation of any other provision hereof, the following restrictions are agreed to by any Owner of a Parcel:

(i) No pylon sign shall be permitted on the Parcel without written approval of Developer; only low level ground signs will be utilized.

(ii) No temporary sign shall be permitted upon any portion of the Parcel at any time; and

(iii) Owner shall maintain any existing monument sign on the Parcel provided that such sign complies at all times with applicable zoning ordinances.

2. MAINTENANCE OF THE PROPERTY AND DRAINAGE BASEMENT AREA

a. Every Owner shall maintain (or cause to be maintained) each Parcel and all improvements located thereon, including the exterior of any building or buildings, pedestrian walks, landscaped areas and improvements, in a clean, tight and safe condition consistent with and similar to the Development, and further will at all times and from time to time cause the prompt removal of all papers, debris, refuse, snow and ice and sweeping of paved areas when and as above provided. In the event of damage or destruction to any improvement upon any Parcel by reason of fire or other casualty, Owner and/or the user of the Parcel shall thereafter either promptly restore such improvements to the condition existing prior to such damage or destruction or, in the alternative, tear and remove such improvements and replace them with parking or other improvements or uses consistent with this Declaration.

b. In the event that Owner shall fail or refuse to maintain the Parcel and the exterior of the building to be located thereon as above provided, then Developer shall have the right, upon thirty (30) days prior written notice to the Owner, specifying the manner in which Owner has failed to maintain the Parcel (unless within such thirty (30) day period Owner shall complete the required maintenance, or in the case of maintenance which by its nature

11:09437

In the event that Owner shall fail to perform such maintenance, Developer shall have all of the rights and remedies provided for in Paragraph 11 hereof.

4. BASINMENTS

STRIEFF Should refer to #10.

a. ~~Over the Development Parking Lot and Entrance Driveway.~~ So long as no alternate means of ingress and egress for vehicular traffic to and from the Property directly to Halsted Street, 143rd Street or ~~Algonquin Lane~~ exists, Developer and any other owner of property covered by this Declaration, their successors and assigns, and their tenants, subtenants, customers, employees, agents, licensees and invitees shall have the right to: (i) use the entrance driveway to the Development ~~adjacent to the Parcel~~ ~~providing ingress to and from the Parcel to and from the Parcel~~ ~~and~~ ~~the~~ ~~Entrance Driveway~~ (the "Entrance Driveway"), in common with others, for vehicular and pedestrian access, ingress and egress to and from any Parcel; and (ii) use those portions of the Development's parking lot adjacent to the Parcel, in common with others, for parking during those times when there is not adequate parking on the Parcel for Owner, its tenants, licensees and invitees it being acknowledged that adequate parking exists for all uses under the requirements of the Village of Glenwood. The Developer shall have and hereby reserve at any time the right to: (i) redesignate, modify, alter, expand and change the Entrance Driveway and Development parking lot; (ii) close or restrict all or any portion of the Entrance Driveway (or a temporary block) and Development parking lot to such extent as may, in the sole opinion of Developer, be desirable for repair or modification, necessary to comply with such rules and regulations as may be imposed by any governmental body, agency or authority, or legally necessary to prevent a dedication thereof or the accrual of any rights in any parcel; (iii) record and maintain reciprocal easements for ingress and egress to Halsted Street, Arguilla Drive, and Strieff Lane; and (iv) erect improvements or buildings on the Development parking lot and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Developer shall determine to be advisable; provided that none of such changes shall, in a permanent manner, either move the Entrance Driveway from its present location or materially interfere with owner's right of ingress to or egress from the Parcel to Halsted Street, Arguilla Drive and Strieff Lane so long as no alternate means of ingress or egress for vehicular traffic to and from the Parcel reasonably satisfactory to the Owner exists, or to reduce the number of parking spaces available below required minimums for the center, taken as a whole.

Developer, its successors and assigns in the course of a contract by Developer or its interest in Developer's Property, shall maintain, repair, adequately light when necessary during owner's business hours, clean, remove snow from, supervise and keep available the Entrance Driveway, subject to the provisions of the

11209437

4. Discretion Area. Owner hereby grants to the Developer and all other parcel owners a non-exclusive easement for retention, detention of storm water, and the installation, operation, maintenance, repair and replacement of telephons, electrical, gas, storm water, sanitary sewer and other utility lines and landscaping over that part of the Parcel not covered by a building.

5. VACANT BUILDINGS

In the event that any building or improvement constructed on any parcel becomes vacant and unoccupied, and is not appropriately maintained or policed for a period of three (3) consecutive months, the Owner, upon written demand from Developer, shall within ten (10) days of receipt of such demand cause the exterior of the building to be appropriately maintained and policed and if Owner fails to do so within such 10-day period, Developer shall have the right to maintain the same. Owner agrees to promptly reimburse Developer for all reasonable costs of maintenance of the Parcel done for Owner's account pursuant to this paragraph, and in the event Owner fails to promptly reimburse Developer for such costs, Developer shall have all of the rights and remedies provided in Paragraph 11 hereof.

6. As used in this Agreement, the terms "completion of construction" or "complete construction" shall be deemed to have occurred when Owner has obtained a permanent certificate of occupancy or final building department inspection.

7. COVENANTS TO RUN WITH LAND

Each and all of the covenants, restrictions, conditions and provisions contained in this Agreement, whether of an affirmative or negative nature, (a) are made for the direct and mutual benefit of any Parcel, the Development, and each and every portion thereof, and constitute covenants running with the land; (b) shall bind every owner of a portion of the Development to the extent that such portion is affected or bound by the covenants, conditions or restrictions to be performed on the behalf of such portion; and (c) inure to the benefit of the parties and their respective successors and assigns.

8. TERM

Except as otherwise provided herein, this Agreement and each and every covenant and condition hereof shall continue for so long as at least one (1) store or office is being operated in the Development or Developer (or Developer's transferee, successors or assigns) is operating the Development for business with the public (whichever event is later), but in no event after ninety-nine (99) years from the date hereof.

9. RIGHT TO MODIFY

a. This Agreement may be terminated, extended, modified or amended by the parties, their successors and assigns, by written agreement signed by parties to be bound by the amendment and recorded in the office of the Recorder of Deeds for Cook County, Illinois, provided that no such amendments or modifications will affect the rights of any mortgagee under a mortgage or the trustee or beneficiary under any deed of trust constituting a lien on a respective parcel, nor will any amendment, modification, extension or termination be effective against any mortgagee, trustee or beneficiary subsequent to its securing title to its encumbered tract by foreclosure, trustee's deed or deed in lieu of foreclosure unless the mortgagee or trustee or beneficiary, as the case may be, shall have consented to such amendment or modification in writing.

b. If the Developer no longer owns property in Glenwood Plaza, the Developer reserves the right to appoint a successor developer that will receive and accept a transfer of the Developer's responsibilities under this Declaration.

c. Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgage covering any parcel, (iii) to correct any inaccuracies, errors or oversights which Developer in its sole discretion, may seek to change; and, or correct in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Developer to vote in favor of, make, execute and record Special Amendments.

10. REMEDIES

In the event that any Owner or Developer fails to pay to the other when due any amounts owed under this Agreement, or shall otherwise fail to perform any of its agreements or obligations hereunder within thirty (30) days of receipt of written notice, the non-defaulting party shall have all rights and remedies to enforce

said collection or performance as shall be provided or permitted by law from time to time including, without limitation, the right to invoke one or more of the following remedies:

a. Institute suit against the defaulting party to enforce collection of the amount owed pursuant hereto, together with interest thereon at the rate with announced from time to time by the Chicago branch of Bank of America, plus two percent (2%) court costs, and Attorney's Fees;

b. Obtain a judgment lien which has been obtained in a court of competent jurisdiction, against title to the Parcel or Developer's Property (as the case may be) a notice of lien which shall constitute a lien in favor of the non-defaulting party on the interest of the defaulting party and which may be foreclosed in proceedings in the nature of a foreclosure, with all of the rights and remedies afforded by the laws of the State of Illinois to secured creditors in such proceedings, provided, however, that any such lien shall be subordinate and subject to any first mortgage upon the Parcel or Developer's Property (as the case may be);

c. Institute suit in equity to the extent permitted by law to compel compliance with the terms and conditions of this Agreement and to enforce denial of the use of the Shopping Center parking lot against Owner, its tenants, lessees or invitees; and

All rights, privileges and remedies afforded the parties by this Agreement shall be deemed cumulative and the non-defaulting party shall not be required to exhaust any one of such remedies prior to commencing to exercise another. In addition, the exercise of any one of such remedies shall not be deemed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

11. REMEDIES CUMULATIVE

All rights, privileges and remedies afforded the parties by this Agreement shall be deemed cumulative and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege found herein.

12. PARTIAL INVALIDITY

If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. NOTICE

11200037

All notices or communications ("Notices") to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses as provided below, and will be delivered in person, or by certified or registered mail, postage prepaid return receipt requested.

A Notice shall be deemed to have been received if acceptance is refused.

The addresses of the parties to which such Notices are to be addressed will be those as provided herein, and until further notice as follows:

As to Developer:

Hinbrook Bank & Trust, Tr. #D1-055
c/o Spinning Wheel Associates
5950 S. Route 83, Unit W
Lisle, IL 60532

As parties other than Owner obtain an interest in the Parcel or any portion thereof, subject to the terms and conditions of this Agreement, Owner shall advise Developer of the name and address of the party to receive notice as provided herein, provided that until such time as Owner notifies Developer of any such additional party or other change in the address of Owner, Developer shall be entitled to rely on the accuracy of the information set forth above, and any notice sent to Owner's address above set forth shall be deemed properly given.

14. ATTORNEY'S FEES

In the event that at any time during the term of this Agreement either party hereto shall institute any action or proceeding against the other or others relating to the provisions of this Agreement, or any default hereunder, then, in that event, the unsuccessful party therein shall pay to the successful party the reasonable expense of attorney's fees and disbursements incurred therein by the successful party.

15. CAPTIONS

The captions of the sections of this Agreement are for convenience only and shall not be considered nor referred to in resolving questions of interpretation or condition.

16. INDEMNIFICATION/INSURANCE

a. Indemnification. Each party hereby indemnifies and saves the other party harmless from any and all liability, damage expense, costs of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or

12209437

from its own tract, except if caused by the act or neglect of the other party hereto.

5. **INSURANCE.** Each party shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$500,000.00 for injury or death of a single person, and to the limit of not less than \$1,000,000.00 for any one occurrence, and to the limit of not less than \$500,000.00 for property damage. Each party shall provide the other party with certificates of such insurance from time to time upon request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement.

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

This Declaration is executed by Hinsbrook Bank and Trust, as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that Hinsbrook Bank and Trust, as Trustee as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the title holding interest with the trust estate under said Trust No. 01-055 to the terms of this Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by Hinsbrook Bank and Trust, as Trustee as aforesaid, to be kept and performed are intended to be kept, performed and discharged by the beneficiaries under said Trust No. 01-055 or their successors, and not by Hinsbrook Bank and Trust; personally; and further, that no duty shall rest upon Hinsbrook Bank and Trust, either personally or as such Trustee, to acquire trust assets, rental, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration, except where said Trust No. 01-055 and after the Trustee has first been supplied with funds required for the purpose. In the event of conflict between the terms of this paragraph and of the remainder of the Declaration on any questions in apparent liability or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling.

REPRODUCED FROM THE ORIGINAL RECORDS OF THE NATIONAL ARCHIVES AT COLLEGE PARK, MARYLAND

11209437.

Hinsbrook Bank & Trust, as trustee under trust agreement dated October 18, 2001 and known as Trust #01-055

By: [Signature] Sr. Vice President

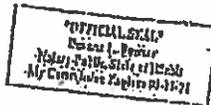
Attest: [Signature] Trust Officer

State of Illinois)
County of DuPage }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT Thomas H. McQuinn, Sr. of Hinsbrook Bank and Trust, and [Signature] Trust Officer of said bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such [Signature] Vice President and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said bank, for the use and purposes herein set forth; and that said Trust Officer did also then and there acknowledge that said Assistant Trust Officer as custodian of the corporate seal of said bank, did affix the corporate seal of said bank to said instrument as said Trust Officer's own free and voluntary act, and as the free and voluntary act of said bank, for the use and purposes therein set forth.

Given under my hand and notarial seal this 11th day of December, 2001.

[Signature]
Notary Public



SECRET

SECRET

SECRET

SECRET

SECRET

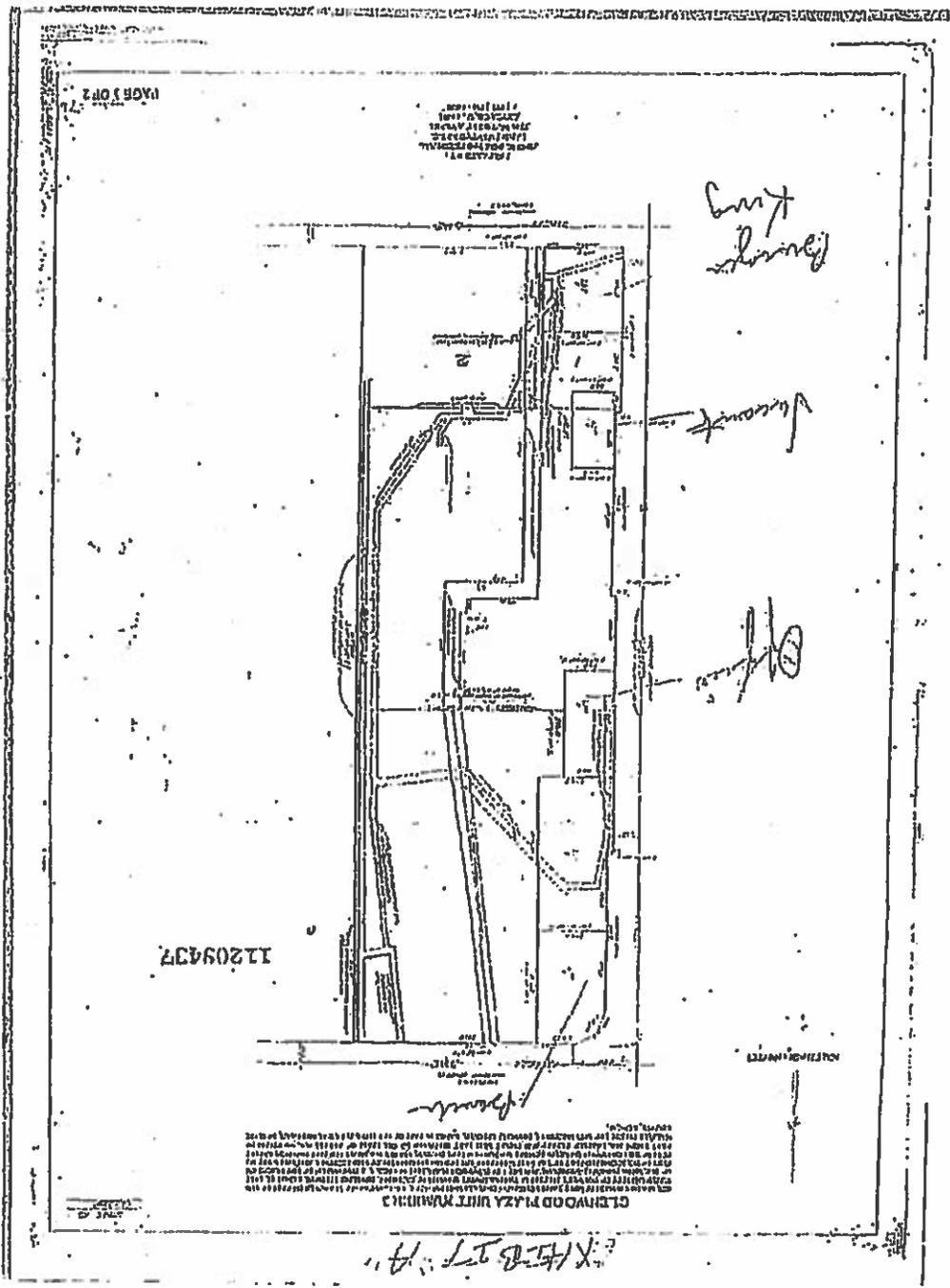


EXHIBIT "B"

EASEMENT FOR PARKING, PEDESTRIAN AND
VEHICULAR INGRESS AND EGRESS



11209432

RECOVERED

EXHIBIT D
(Form of Preliminary and Final Estoppel Certificates)

Estoppel Certificate
(Insert Preliminary or Final)

DATE: _____

TO: Village of Glenwood. ("Villago")

The Purpose of this certificate (hereinafter called the Estoppel Certificate) is to confirm the current status of the matters pertaining to the lease identified below. This document is for the benefit of the Village of Glenwood and is required pursuant to a Real Estate Sales Contract between Glenwood Halsted LLC and the Village of Glenwood

Reference is hereby made to that certain Lease effective as of _____ and attached as Exhibit 1 (the "Lease") by and between _____ (the "Landlord") and _____ (the "Tenant") for the premises known as _____ (the "Premises"). The undersigned Tenant hereby certifies and represents unto Villago and their respective successors and assigns, with respect to the Lease, as follows:

1. Attached hereto as Exhibit 1 is a true, correct and complete copy of the Lease (including all amendments, modifications, supplements, renewals, side letters and other agreements pertaining to the Lease). The Lease is in full force and effect.

2. The Lease represents the entire agreement between Tenant and Landlord with respect to the leasing and occupancy of the Premises, and there are no other agreements or representations of any kind between Landlord and Tenant with respect thereto, except as follows: (add additional pages if needed)

3. The Premises has been accepted and is currently being occupied by the Tenant pursuant to the terms of the Lease. The term of the Lease commenced on _____.

4. The term of the Lease is _____ months; and will expire on the Lease termination date which is _____, (subject to any renewal option set forth below).

5. Tenant has _____ (one, two,) options to renew the Lease for _____ years at the Lease termination date.

6. Tenant is currently obligated to pay rent in the amount of \$ _____ per _____ and such rent has been fully paid through _____, except as follows: (Add additional pages if needed)

7. Tenant is currently obligated to pay operating charges (common area maintenance charges) in the amount of \$ _____ per _____ and other amounts equal to \$ _____ per _____ for _____. Tenant has fully paid operating charges (common area maintenance charges) and the other charges as identified above through _____, except as follows: (add additional pages as needed)

8. Landlord is currently holding a security deposit under the Lease for the Tenant in the amount of \$ _____.

9. Tenant has not paid any amounts due Landlord more than 30 days in advance of its due date except as follows: (add additional pages if needed)

10. There are no defaults of the Lease on the part of the Landlord except as follows: (add additional pages if needed)

11. Tenant has no defense to its obligations under the Lease and claims no set-off or counterclaim against the Landlord except as follows: (Add additional pages if needed)

12. Tenant has no right to any concession (rental or otherwise) or similar compensation in connection with renting the Premises it occupies other than as provided in the Lease, except as follows: (Add additional pages if needed)

The forgoing certification is made by the undersigned tenant with knowledge that the Village of Glenwood is about to purchase the Premises and other property from Landlord. The Village may rely upon the representations herein made by Tenant.

IN WITNESS WHEREOF, the undersigned has executed this estoppel certificate as of the ____th day of _____, 2015.

TENANT

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ as the _____ of _____, personally known to me to be the same persons whose name is subscribed to the foregoing Tenant Estoppel Certificate, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as the free and voluntary act of the _____ for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this ____th day
of _____, 2015.

Notary Public

EXHIBIT E

The legal names of the only persons and entities having a possessory interest in the Real Estate are set forth below:

Owner

Glenwood Halsted LLC – fee owner

Tenants

Tom Stumpf d/b/a Washland, Inc.
Best Cleaners, owned by Chris Park
Ronald S. Shlensky d/b/a Leon's Floor Coverings, Inc.
David Ogle (Beauty Supply Operator)
Harlem Furniture, LLC (Harlem Furniture – The Room Place)
Cave Enterprises, Inc. (Burger King)

True and correct copies of all leases, and any modifications or amendments thereto for each above identified tenant/entity are attached hereto and identified below:

Attachment I

On December 29, 2015, the Village acquired the Halsted Plaza properties (PINs 32-04-100-036-0000, 32-04-100-038-0000, 32-04-100-039-0000 and 32-04-100-040-0000) in order to pursue their redevelopment. The Village funded this acquisition with a \$5,000,000.00 note from MB Bank and the transfer of funds from other contiguous Tax Increment Financing Districts. The principal and interest on the acquisition note is expected to be paid off from revenues generated from the acquired property, tax increment revenues from contiguous Tax Increment Financing Districts and future Tax Increment Revenues generated by the redevelopment of the property. See Attachment D for a description of activities undertaken by the Village to begin the pursuit of the redevelopment of this property between its December 2015 acquisition and the end of the April 30, 2016 fiscal year that this report addresses.

ATTACHMENT K

Village of Glenwood, Illinois
TIF Halsted Street Fund

Financial and Compliance Report
Year Ended April 30, 2016

Contents

| | |
|--|----------|
| <u>Independent auditor's report on supplementary information</u> | <u>1</u> |
| Financial statements | |
| Schedule of revenues, expenditures and changes in fund balance | 2 |
| <u>Independent auditor's report on compliance</u> | <u>3</u> |

Independent Auditor's Report on Supplementary Information

To the Honorable President and
Members of the Board of Trustees
Village of Glenwood, Illinois

We have audited the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Village of Glenwood, Illinois (the Village) as of and for the year ended April 30, 2016 and the related notes to the financial statements, which collectively comprise the Village's basic financial statements and have issued our report thereon dated REPORTDATE, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements. We did not audit the financial statements of the Police Pension Fund, which represents 56.4 percent, 66.6 percent and 32.6 percent, respectively, of assets, fund balance/net position and revenues/additions of the aggregate remaining fund information. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Police Pension Fund, is based solely on the report of the other auditors. We have not performed any procedures with respect to the audited financial statements subsequent to REPORTDATE.

The accompanying supplementary information is presented for the purpose of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Chicago, Illinois
REPORTDATE

Village of Glenwood, Illinois

Balance Sheet
TIF Halsted Street Fund
April 30, 2016

Assets

| | |
|---------------------------|---------------------|
| Cash and cash equivalents | \$ 139,276 |
| Land held for resale | 6,552,000 |
| Total assets | \$ 6,691,276 |

Liabilities and Fund Balance

Liabilities:

| | |
|--------------------------|---------------------|
| Accounts payable | \$ 103,578 |
| Loan payable | 5,000,000 |
| Due to other funds | 260,625 |
| Total liabilities | \$ 5,364,203 |

Fund balance:

| | |
|---|---------------------|
| Nonspendable for property held for reresale | 6,552,000 |
| Unassigned | (5,224,927) |
| Total liabilities and fund balance | \$ 6,691,276 |

Village of Glenwood, Illinois

Schedule of Revenues, Expenditures and Changes in Fund Balance
TIF Halsted Street Fund
Year Ended April 30, 2016

| | | |
|---|--|---------------------|
| Revenues: | | |
| Miscellaneous | | <u>\$ 172,905</u> |
| Expenditures: | | |
| Interest Charges | | 86,250 |
| Redevelopment agreements | | <u>311,582</u> |
| Total expenditures | | <u>397,832</u> |
| Deficiency of revenues under expenditures | | (224,927) |
| Other financing sources: | | |
| Transfer in | | <u>1,552,000</u> |
| Change in fund balance | | 1,327,073 |
| Fund balance: | | |
| May 1, 2015 | | <u>-</u> |
| April 30, 2016 | | <u>\$ 1,327,073</u> |